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**Volume I**

**TRANSCRIPT OF RECORD**

**SUPREME COURT OF THE UNITED STATES**

**OCTOBER TERM, 1940**

**No. 26**

**NATIONAL LABOR RELATIONS BOARD, PETITIONER**

**vs.**

**DONNELLY GARMENT COMPANY, DONNELLY GAR-  
MENT WORKERS' UNION AND INTERNATIONAL  
LADIES' GARMENT WORKERS' UNION**

**No. 30**

**INTERNATIONAL LADIES' GARMENT WORKERS'  
UNION, PETITIONER**

**vs.**

**DONNELLY GARMENT COMPANY, DONNELLY GAR-  
MENT WORKERS' UNION AND NATIONAL LABOR  
RELATIONS BOARD**

**ON WRITS OF HABEAS CORPUS TO THE UNITED STATES CIRCUIT  
COURT OF APPEALS FOR THE EIGHTH CIRCUIT**

**PETITIONS FOR HABEAS CORPUS FILED JANUARY 20, 1940  
HABEAS GRANTED APRIL 22, 1940**

**VOLUME I.**  
**RECORD.**

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**United States Circuit Court of Appeals**  
**EIGHTH CIRCUIT.**

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**No. 12,641**

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**DONNELLY GARMENT COMPANY, A CORPORA-**  
**TION, PETITIONER,**

**vs.**

**NATIONAL LABOR RELATIONS BOARD,**  
**RESPONDENT.**

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**DONNELLY GARMENT WORKERS' UNION,**  
**INTERVENER.**

**INTERNATIONAL LADIES' GARMENT WORKERS'**  
**UNION, INTERVENER.**

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**ON PETITION FOR REVIEW OF ORDER OF NATIONAL LABOR**  
**RELATIONS BOARD.**

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**FILED AUGUST 5, 1943.**

**Testimony and Exhibits in Case No. 475, Orig.**



**United States Circuit Court of Appeals**  
**EIGHTH CIRCUIT.**

**No. 12,641**

**DONNELLY GARMENT COMPANY, A CORPORATION, PETITIONER,**

**vs.**

**NATIONAL LABOR RELATIONS BOARD,  
RESPONDENT.**

**DONNELLY GARMENT WORKERS' UNION,  
INTERVENER.**

**INTERNATIONAL LADIES' GARMENT WORKERS'  
UNION, INTERVENER.**

**ON PETITION FOR REVIEW OF ORDER OF NATIONAL LABOR  
RELATIONS BOARD.**

**FILED AUGUST 5, 1943.**

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[fol. 1] (Transcript of Testimony and Proceedings before  
National Labor Relations Board taken from the  
Transcript of Record in Case No. 475; Original.)

No. 475, Original.

United States of America.

Before the National Labor Relations Board,  
Seventeenth Region.

In the Matter of:

Donnelly Garment Company,  
and

International Ladies' Garment Workers' Union and Don-  
nelly Garment Workers' Union, Party to the con-  
tract.

Case No. XVII-C-371.

Regional Office,  
National Labor Relations Board,  
Scarritt Building,  
Kansas City, Missouri,  
June 5, 1939.

The above entitled matter came on for hearing, pursuant  
to notice, at 10:00 a. m.

Before:

James C. Batten, Trial Examiner.

Appearances:

Daniel J. Leary and Henry H. Foster, Jr., 1016 Scar-  
ritt Building, Kansas City, Missouri, appearing for the  
National Labor Relations Board.

R. J. Ingraham, James J. Shepard, Jr., and Burr S.  
Stottle, 1900 Telephone Building, Kansas City, Missouri,  
appearing for the Donnelly Garment Company.

Frank E. Tyler, Thomas J. Patten, and Lucian Lane, 1008 Dwight Building, Kansas City, Missouri, appearing for the Donnelley Garment Workers' Union.

[fol. 2] Clif Langsdale, 922 Scarritt Building, Kansas City, Missouri and Jane Walker Palmer, 818 Scarritt Building, Kansas City, Missouri, appearing for the International Ladies' Garment Workers' Union.

[fol. 3] Proceedings.

Trial Examiner Batten: I want to make a short statement.

[fol. 5] The Trial Examiner will allow an automatic exception to all adverse rulings during the course of the [fol. 6] hearing, and upon appropriate order an objection and exception will be permitted to stand to an entire line of questioning.

Now, I want to say at this point that when I complete this statement I am going to request the Board's attorney to file the pleadings thus far in the case, asking that they will be marked Board's Exhibits 1-A, B, C, and so forth, whether they are respondent's pleadings or intervenor's pleadings, in order that we have something before us to start with.

[fol. 49] Trial Examiner Batten: You are allowed an automatic exception to all adverse rulings. You don't have to ask for them, and you will all receive them.

[fol. 66] Mr. Leary: Well, I am willing, Mr. Examiner, to amend paragraph 11 to read as follows:

"Respondent, since on or about July 5, 1935, and thereafter, by the acts set forth", and so forth.

Mr. Langsdale: Why would you limit it to July 5, 1935?

Mr. Leary: I would want it understood, though, Mr. Examiner, that by that amendment I wasn't estopping

myself from offering evidence which would go to show the background of the employment conditions at the plant prior to July 5, 1935.

Trial Examiner Batten: In other words, you are putting in a date but you don't want to be bound by it; is that what you mean?

Mr. Leary: No, not at all. I think the Act only became effective on July 5. That is why I am selecting that date.

Trial Examiner Batten: I understand what you mean by background. Of course, background may be necessary up to a certain point, but, of course, if the background becomes the picture it is not so well.

Mr. Langsdale: Well, we would like to put in evidence to show the attitude of this respondent toward the International Ladies' Garment Workers' Union, commencing in 1935 down to now.

[fol. 67] Mr. Ingraham: If Your Honor please, the pleading starts with April 27, 1937.

Mr. Leary: Excuse me. I must take exception. It starts with February 12, 1935.

Mr. Ingraham: That is the date of the Donnelly Loyalty League. But, I want to call Your Honor's attention to this: There was a case before the old N.R.A. Labor Board and that case began approximately the 1st of February, and ran clear to June. Now, if we are going into all these old ancient history matters we are going to be here for over a year, because as soon as they go into it we have got to. We have got to deny the evidence and put in our evidence, and that is going to consume a terrible length of time; and, in addition, Your Honor, that is all material. [fol. 68] ters that occurred prior to the passage of the Wagner Act that I can't believe would be material.

[fol. 94] Mr. Langsdale: I wish to dictate into the record a motion to strike certain portions of the answer of the Donnelly Garment Company, which motion I will at a later date reduce to writing, if the Examiner wishes.

[fol. 95] Trial Examiner Batten: You may proceed with the motion and I will assign a number to it now. That would be Board's Exhibit 1-QQQ.

. . . . .

[fol. 106] Trial Examiner Batten: Mr. Ingraham, have you anything?

[fol. 107] Mr. Ingraham: Well, your Honor, I think that these facts are certainly germane to this issue, go to the very guts of the case.

Trial Examiner Batten: Well, you mean that we should try out both of these injunction suits.

Mr. Ingraham: No, your Honor, that is res adjudicata. These parties were bound by that decree, but I do say that we have a right to show the conspiracies and the fact that the International is now using the Wagner Act to carry on this conspiracy. It is using the instrumentalities of the Labor Board to injure respondent.

Trial Examiner Batten: Well, do you think, Mr. Ingraham, in a case where you are charged with a 8(1), (2), and (3), that you should be able to come in and try the International Ladies' Garment Workers' Union and the Labor Board in this hearing?

. . . . .

[fol. 108] Mr. Ingraham: But I would think, if Your Honor please, that Your Honor would certainly consider germane as to whether or not the International had complied with the Wagner Act or whether it was acting contrary to the very spirit of the law that Your Honor is here to enforce.

. . . . .

[fol. 109] Trial Examiner Batten: Now, surely, in an action, if you were charged with some offense under a Federal statute, and you should come into court and show that the person who appeared before the Grand Jury or filed the information was a worse person than you, would that relieve you of any responsibility?

Mr. Ingraham: No; but, let me put this question to Your Honor: Supposing in a prosecution it is charged

that the prosecuting attorney is in a conspiracy with the complaining witness. Do you mean to say that the court wouldn't allow the defense to show that?

Trial Examiner Batten: Well, I say that in that action you would not show that by an answer, surely.

Mr. Ingraham: I don't know how else you would show it, then. You could go—

Trial Examiner Batten: (Interrupting) Do you mean to tell me that you would go into court in answer to—we will say you were charged with a violation of the Nar-[fol. 110] cotics Act, and you were to come in and show that the Narcotics Division Agent and the prosecuting attorney were in a conspiracy to convict you of a violation of the Narcotics Act; would that relieve you of any responsibility?

Mr. Ingraham: I certainly think it would be material along with my denial.

Trial Examiner Batten: My point is, do you think the Federal Court would entertain such a proposition?

Mr. Ingraham: I certainly do; in all earnestness I think that. And I think that for the purpose of understanding the situation that exists in this case, that it is very important that you would give consideration to what has taken place and what has been proven in court. I don't think that it is certainly the province of the Labor Board to assist in any way, shape or form, anybody that is out for the sole purpose of violating the Wagner Act itself, that is, injuring and attempting to damage a company because it won't violate the Wagner Act.

Trial Examiner Batten: Of course, Mr. Ingraham, don't misunderstand me. I don't say that your contention is not one which the Board should entertain if properly presented to them. My only point is, is this the place? Is it a defense to the thing which the respondent is here charged with? I still don't see—when you say to me that if it were all true it still doesn't relieve you of the 8 (1), [fol. 111] (2) and (3), if it is proven. In other words, if you have committed an unfair labor practice and the record shows it, the evidence proves it, which is received,



and there is no prejudicial error, there is no lack of due process, it is reviewable by the Board and the Circuit Court of Appeals, and the Circuit Court of Appeals reviews it and they say there is no error; there is no lack of due process and they are guilty of 8 (1), (2) and (3); now, you don't mean to tell me that based upon the evidence that the Court would set it aside if these other things were ~~then~~ admitted by the union?

. . . . .

Mr. Ingraham: Your Honor, I would think that it would not be the province of the Labor Board, at the request of somebody that is violating the—or attempting to violate the Labor Board Act, to prosecute a company on [fol. 112] charges made by that person or union, when it is known and been found that that union has been party to a conspiracy, has been a party to a scheme to make the company by force violate the very law that the Labor Board is to enforce.

I think the Labor Board, very properly, should hear matters of that character, and I think that the fact that it goes to the good faith—that is, witnesses get on the stand; if they were in good faith, that may be one thing, if you would believe that they were in good faith—but when it can be shown that they are just a party to a scheme and being used for a purpose, that is absolutely in violation of the Wagner Act, I think.

. . . . .

[fol. 130] With respect to the motions made by the respondent and the intervener to dismiss, those two motions are denied.

Now, with respect to the request of Mr. Tyler, representing the intervener, the Donnelly Garment Workers' Union, an application for an election, of course, that would have to be denied because this is not in our proceeding, Mr. Tyler, and the Trial Examiner, of course, could not entertain a petition for an election in this proceeding, [fol. 131] and that decision is based partly upon the two petitions which were filed, marked as Board's Exhibit 1-NNN and 1-000.

. . . . .

Now, with respect to the motions to make more definite and certain, is there any objection on the part of the respondent and the intervener, if we consider both motions jointly?

\* \* \* \* \*

[fol. 133] Mr. Leary: With reference to paragraph 5 (a), Mr. Examiner, I am willing to amend the paragraph by inserting after the words "Donnelly Garment Workers' Union" the words "particularly in the months of April and May, 1937, and thereafter," so that the paragraph as amended will read "did encourage, allow and permit supervisory and other employees acting in the interest of respondent to organize, promote, encourage and coerce membership in the Donnelly Garment Workers' Union, particularly in the months of April and May, 1937, and thereafter, on respondent's time and on respondent's property, and at respondent's pay and at its expense."

\* \* \* \* \*

[fol. 135] Mr. Langsdale: There will be some evidence in my opinion very material to the allegation of paragraph 5 (a), of matters and things that were said and done prior to that time.

\* \* \* \* \*

[fol. 136] Trial Examiner Batten: All I can say is this: I am interested in limiting the time we are going to cover in this proceeding. I think I indicated yesterday that I am not going to go outside of the time stated in this complaint on the basis that it is background unless there are some allegations in the complaint with reference to it.

Now, I am not going to spend time in this hearing so that the background becomes the case. I have no objections in this case, as in all other Board cases, and which has been approved by the Supreme Court in the Greyhound cases, showing, for instance, the labor history of the Donnelly Garment Company by probably one witness in a half hour, that just merely gives the background of [fol. 137] the labor history; but I am not going to try out the Donnelly Garment Company dating back a number of years without an allegation in the complaint to that effect; and if that is the intent and purpose of the Board's attor-

neys, then they had better amend their complaint and I will then pass upon the complaint as amended.

I don't mean by that that even if it is amended that I will receive it in this hearing; but, certainly, if that is the purpose—I mean, if it is the purpose to go rather extensively into the labor history by a number of witnesses and devote quite a bit of time to it, then, certainly, this complaint needs amending.

[fol. 138] Trial Examiner Batten: We are ready to proceed, I think.

Mr. Leary: Mr. Examiner, during the past half hour we have been attempting to particularize the complaint and particularly draft a paragraph concerning happenings prior to the effective date of the act, and we have found now that it is just about impossible to do it in a short time, and I would rather not go ahead, and within the next few minutes offer an amended paragraph without having the opportunity of studying the evidence completely on it.

Trial Examiner Batten: Well, now, of course, you understand what I said a moment ago, I don't want you to misunderstand my remarks,—I said that in accordance with the rulings of the Board, and the Supreme Court in the Greyhound cases, if all you intended to do was to have, [fol. 139] we will say just one witness briefly sketch the labor relations of this plant, and take, just hastily run over it in order that it would be a background, I have no objection to that, and by that I don't mean that the other parties might not have an objection. I am merely stating the Examiner's position. If it is your plan, as I get it from Mr. Langsdale's remarks, that you intend to go into it extensively and show the discrimination, and so forth, prior to the time stated in the complaint, certainly, the complaint should so state because I don't propose to have the background become the case in this hearing.

[fol. 155] Trial Examiner Batten: Now, I think that we may proceed with any further matters that the respondent

has without prejudice, of course, to the first motion that you have stated, a motion to dismiss.

Mr. Stottle: Well, the respondent has a motion to strike, which is directed to the new paragraph 4 (a), which has [fol. 156] been incorporated in the amended complaint, 1-RRR, which I desire to read and urge upon the Examiner. It reads as follows:

[fol. 159] (Thereupon the document above referred to was marked as "Board's Exhibit No. 1-TTT" for identification.)

Mr. Leary: Let me review briefly, Mr. Examiner, my position on this complaint. I believe that based upon the complaints that the Board has been issuing in the past, and in the various reviews that have been made of those complaints in the circuit courts, courts of appeals and in the Supreme Court, that that complaint as set out and originally served on the parties here was entirely sufficient so far as it permitted the counsel for the Board to offer any testimony regarding the background of the labor, [fol. 160] or the background of the unfair labor practices at the plant of the company.

Now, based upon the motion that respondent has made to make the complaint more definite and certain, and also based partially upon the discussion that was had between all parties at the hearing room yesterday, I attempted to, in paragraph 4-A, to set out in some detail the things that we propose to cover and the nature of the background. Now, none of those things—I concur with Mr. Stottle on it—are violations of the Act, because the Act was not a law at that time, but I do think that they are perfectly proper for the Board to consider in determining whether or not the acts and conduct of respondent since July, July 5, 1935, are unfair labor practices and, therefore, violations of the Wagner Act.

[fol. 164] Trial Examiner Batten: Well, let me ask you this, Mr. Leary, with respect to those individuals: in this

hearing, unless you show that those individuals were discharged [fol. 165] charged for union activities, it is of no value to you or to your case, is it?

Mr. Leary: No, it isn't.

Trial Examiner Batten: All right. If you show that, isn't the respondent entitled then to come in and show they were not discharged for union activities, but for cause; isn't that correct?

Mr. Leary: I believe you are correct, yes.

Trial Examiner Batten: All right. Then what it means, that we must try out the issues of the discharging of all those persons. It is of no value to you unless you show they were discharged for union activity. If you do, the respondent is entitled to come in and show that that is not the reason for the discharge. Therefore, we have to try out every one of these as an 8(3) case, even though you don't allege it as an 8(3) case.

[fol. 184] Mr. Tyler: Mr. Examiner, if you please, I would like to have my motion for continuance marked and filed at this time. It is in the same words and figures as was exhibited to you a day or two ago, and I wish to make a remark about it.

[fol. 185] Mr. Tyler: Well, I wish to present at this time, if the Examiner please, and has it been given a number?

Trial Examiner Batten: 1-RRR, I believe that is right. No, that is the amended complaint, and 1-XXX we will give to that.

Mr. Tyler: I desire to call the attention of the Examiner to the fact that since this motion was originally called to his attention, the intervener has filed with the Board a motion to elect—a motion asking for an election—

Trial Examiner Batten: (Interrupting) You mean you filed the petition with the Board, is that right?

Mr. Tyler: Yes, the intervener has filed a petition, an application, I call it, for an election of the employees with



the Board on a form presented and prepared by the Board and marked with an "R" number and not marked as being in this hearing.

[fol. 191] Trial Examiner Batten: Let me ask you the question again, Mr. Tyler, if the Board were to hold a secret election under the Board's supervision, and this hearing were to demonstrate that this organization were absolutely dominated by the employer, that it was formed by the employer, that it was sponsored by the employer, that it is supported by the employer, do you think that the next day you could hold an election and that all of that domination and support which we will say has run over a period of 2 or 3 or 4 years would be dissipated to the point where all the employees would go down and freely express their opinion in an election?

Mr. Tyler: I think Your Honor's suggestion involves a [fol. 192] contradiction in itself, that is impossible. If a secret, fair election shows that these employees desire to continue with the bargaining agency they now have, I think it would be impossible to find that they were dominated or controlled because the secret election—

Mr. Leary: (Interrupting) I wonder—

Trial Examiner Batten: (Interrupting) Will you tell me what you mean by "secret and fair election?"

Mr. Tyler: I mean an election which secures to the employee the right to express his own opinion without anyone finding out how he voted.

Trial Examiner Batten: I agree with you, absolutely.

Mr. Tyler: That can be done by this Board.

Trial Examiner Batten: I agree with you, Mr. Tyler, a hundred per cent, that if this Board feels such an election could be conducted, it ought to be done tomorrow.

Mr. Tyler: I submit the Board can do it.

Trial Examiner Batten: Well now, the only question is whether or not the Board agrees with you and me that the situation is such that you can do that.

Mr. Tyler: And I submit that the Examiner should continue this hearing until the Board decides whether to hold an election, and if they do, until the results of that election are known, because it is the most decisive and the most complete way of determining, the most important fact involved.

\* \* \* \* \*

[fol. 194] Trial Examiner Batten: (Interrupting) The fact remains, that the Board has held, beyond any question of a doubt, that when there are unfair labor practices charged involving an organization, that under no circumstances will they hold an election. Now, I have nothing to do with the "R" case. I have nothing to do with determining whether they will or not, and I am here to hear a complaint on a charge and we are going to proceed with it. So, I would deny the motion to continue for any such purpose. That disposes of that, and we will meet Monday morning at 9:30 a. m. in the Kansas City Court of Appeals.

\* \* \* \* \*

[fol. 203] Trial Examiner Batten: If there is no objection, 1-ZZZ and 1-AAAA will be received on the same basis as Board's other exhibits 1.

\* \* \* \* \*

Trial Examiner Batten: Mr. Ingraham, have you anything to say with regard to Beard's Motion to strike and amend?

Mr. Ingraham: Your Honor, I am filing a motion to strike the Board's exhibit. I will take that up, if you desire.

Trial Examiner Batten: You may proceed with that motion.

Mr. Ingraham: I think, in order for Your Honor to understand my position, I will have to read the Board's motion to strike.

\* \* \* \* \*

[fol. 206] Paragraphs (o) and (p) we move to strike for the reason that nothing contained in said paragraphs con-

stitutes any charge or act in violation of the National Labor Relations Act.

Now, in connection with paragraphs (o) and (p), Your Honor recalls that the Board in its first amendment alleged that the respondent discharged the persons named in these paragraphs on account of their union affiliations. These people were discharged prior to the enactment of the Wagner Act. Your Honor then struck out that allegation of the Board's amendment. Now the Board inserts these same names again which of course will involve the same issues that were involved in this prior amendment which Your Honor has struck out.

. . . . .

[fol. 207] If we are going to go into those issues or would have to be compelled to meet that issue it is going to require going back over the whole NLR proceeding and the issues involved in that proceeding, and I think, in view of Your Honor's ruling that the Board should not be permitted to again plead these issues which you have ruled out and which are going to require a great deal of testimony if we go into it.

. . . . .

[fol. 214] Trial Examiner Batten: Well, the respondent's motion to strike is denied except as to paragraphs "O" and "P" in the Exhibit 1-ZZZ. I will reserve my decision on that until this afternoon, at which time I will decide what should be done with it, and if there is no further motions, we will proceed.

. . . . .

[fol. 221] Rose Todd, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

#### Direct Examination.

By Mr. Leary:

- Q. State your name and address, please.
- A. Rose Todd; 4343 Oak.
- Q. Is that Kansas City, Missouri?
- A. Kansas City, Missouri.

Q. Where are you employed?

A. Donnelly Garment Company.

By Mr. Leary:

Q. Are you a member of the Donnelly Garment Workers' Union?

[fol. 222] A. Yes, sir.

Q. What is your position in that union?

A. Chairman.

Q. How long have you been chairman?

A. Since its organization in April—April 27, 1937.

Q. When did you first become employed by the Donnelly Garment Company?

A. Approximately 13 years ago. Two years of that time I was not in their employ.

Q. And you began in about 1926?

A. I believe it was 1926, yes.

Q. And what two years were you not in their employ?

A. Around November 1st of 1931 until about August 1st of 1933. I believe that is correct. I sometimes get confused on those dates, but I think that is correct.

Q. Where had you been employed prior to the time you went to work for the Donnelly Garment Company in 1926, or thereabouts?

A. For approximately five and a half or six years at the Thornton Minor Sanitarium, for Dr. W. E. Minor.

Q. In what capacity?

A. As assistant in his surgical work, assistant nurse, I mean, in his surgical work.

Q. Was that your first employment that you had?

A. Yes, sir.

Q. When you began with Donnelly in 1926, what was your work?

[fol. 223] A. Operator on power machine.

Q. How long did you remain as an operator?

A. I don't remember, Mr. Leary, just definitely, but I don't know whether to say several months or a few months, but it was, I would judge, about five or six months.

Q. Then what work did you start to do?

A. I helped on the floor as thread girl.

Q. When you—

A. (Interrupting) In one of the departments.

Q. When you say on the floor, will you explain that?

A. Yes, in one of the sections, helping at times distribute our work and giving out thread, notions; things of that type.

Q. Isn't a section composed of somewhere around forty girls?

A. I think it was approximately at that time forty girls.

Q. That is an independent operating unit, is it not, within the plant?

A. Yes, sir.

Q. And there are many sections in the plant?

A. I don't know as "independent" is the word to use. We have sections, but they are dependent on each other.

By Trial Examiner Batten:

Q. You mean by that that one section doesn't complete a garment? Is that correct?

A. Sometimes, yes, but seldom without some work being done, in another section.

Q. Well, do each of these sections have a certain definite work they perform? I mean a part of the operation, or the entire operation?

A. Well, at times they might perform all—well, they never do perform all the work, because that would go to—we would have to have button holes and various things, and various preparations for our notions with it, but you would call it a department inasmuch as that is possible. I don't believe any factory could function, at least, that one couldn't function, without the other departments.

Q. Well, of course, that is true. Will you just tell us in a few words exactly what this section did that you first worked in there as a thread girl, or whatever you call it? If you remember.

A. It has been so long ago I don't even remember what section it was, but at that time when some of the other sections—we were making dresses.

By Mr. Leary:

Q. Isn't it true, Mrs. Todd, in so far as possible, after the materials are cut and all the various parts are assembled and put in bundles, that they pass through a section and an effort is made to complete it?

A. I think so.

Q. All the sewing on the garment was in one section?



A. Not always, no, sir, Mr. Leary. Is it "Leary" or "O'Leary"?

Q. It is Leary now. After you had worked as an operator, [fol. 225] I believe you testified you worked on the floor?

A. Yes, as a thread girl.

Q. Now, who are the persons that are in charge of these various sections?

A. The production manager, at that time, would have been Mrs. Reeves. Now, it is Mr. Baty.

Q. Do you have what you call an [instruction] in each section?

A. We have, yes, but our instructors in that plant are not given any directive authority, other than to handle the work.

Mr. Leary: I move to strike all that part the witness answered after the first six or seven words, Mr. Examiner.

Trial Examiner Batten: Will you read the question and answer?

(Whereupon, the following question and answer were read by the reporter:

"Question: Do you have what you call an instructor in each section?

"Answer: We have, yes, but—")

Trial Examiner Batten: It may be stricken from that place on.

[fol. 226] By Mr. Leary:

Q. Your answer is that you do have instructors?

A. We do have instructors.

Q. And the instructor doesn't do any operating at all,—do they?

A. Any actual sewing?

Q. Yes.

A. She shows the operator how to do her work.

Q. Does the instructor do any actual operating on the machines?

A. Do you mean productive operating?

Q. Yes.

A. Other than the amount necessary to show an operator how to proceed with her operation.

Q. That might take up about 2 or 3 per cent of her time during the [way] wouldn't you say?

A. I wouldn't think I could say the percentage, but any amount that is necessary with that many people.

Q. And are those instructors also called supervisors?

A. No, sir. They have always been called instructors, ever since I worked at the Donnelly Garment Company.

Q. You then don't have any persons whom you call supervisors, is that it?

A. We don't use that term.

Q. Do you remember—did you hear the testimony in [fol. 227] the NRA hearing in 1935?

A. No, sir.

Q. Well, there is also in each section, is there not, a person designated as an assistant instructor?

A. No, sir. We have in our department what we call thread girls. That is what I was referring to when you asked me what I did.

Q. And isn't it a fact that these thread girls, even if they are not called assistant instructors, do act in that capacity of an assistant instructor in her work?

A. I think I couldn't say that, Mr. Leary, because oftentimes those people are not operators.

Q. But very often, and most often, as a matter of fact, they are the better type operators who have been promoted in a sense to be thread girls?

A. No, sir.

Mr. Tyler: If the Examiner please, I object to the leading form and cross-examination form of the questions and ask that proper form of direct examination be followed by the Board.

Trial Examiner Batten: He may proceed. I think I said on the opening day, Mr. Tyler, that I am not going to try to tell the attorneys how to ask their questions. You may proceed, and if you testify for the witness, why, it simply means that no weight can be given to the testimony, [fol. 228] that is all, so you attorneys will have to assume the responsibility for the method in which you proceed on that. You may proceed.

Trial Examiner Batten: Mr. Langedale, in my hearings I don't class any of the witnesses any way. I mean, after all, we are not bound by the rules of evidence and why be bound by any technical proceeding of the court. We are interested in getting all the facts we can get, and it is immaterial to me whether it is an adverse witness or your witness or the respondent's witness. If we get the information we need here, that is the thing we are interested in.

[fol. 229] Trial Examiner Batten: We will proceed on the basis I have just explained.

By Mr. Leary:

Q. Isn't it true that in every section there is an instructor and a thread girl?

A. Yes, sir. There might be at times an exception to that, but as a rule that is true.

Q. That has been the situation ever since you have been employed by the company, has it not?

A. Yes, sir.

Q. When you speak of working on the floor you refer, do you not, to the work done by either a thread girl or an instructor?

A. Yes, sir.

Q. And all other work, then, at the plant is done by girls at machines; is that it?

A. No, not all other work, Mr. Leary.

Q. But substantially all other work as distinguished from work done on the floor is done on machines?

A. That is true in our sewing section.

Q. How long did you work as a thread girl?

A. Well, I don't remember. I think we were in the Coca-Cola Building at that time. I would have to refer to the records of the company, Mr. Leary, to tell you that.

Q. (By Trial Examiner Batten) Could you tell us approximately, roughly?

[fol. 230] A. Let me see. It must have been most of the time for, I think I would be safe in saying 2 or 3 years, but I am being more truthful when I say I can't tell you without referring to their records.

Q. Are those records available to you?

A. They would be in the employment department. Yes, they would show where I worked.

Trial Examiner Batten: Mr. Ingraham, I don't suppose there is any objection, is there, to respondent giving us this young lady's employment history?

Mr. Ingraham: No, if we have such a record I will produce it.

The Witness: It would just show, as I recall it, what department you worked in.

By Mr. Leary:

Q. After you worked as a thread girl what position did you assume?

A. Let's see. That must have been, after that, in the department where we made samples part of the time, and made dresses for our factory part of the time.

Q. How long did you work at that?

A. Well, part of that, Mr. Leary, was clerical work and part of it was working on the floor, doing anything that needed to be done. I am not definite about that period, because that was about the time that I began helping to set prices. I am not definite about that time, but it was in [fol. 231] that department.

Q. What is the name of that department, please?

A. I never thought of it having a name. I don't think it had a name. It was just another sewing department.

Q. Were you the instructor there? A. No.

Q. Were you ever the instructor there?

A. I don't think in that department you would say that that was an instructor. At that time Mr. Atchison had charge of that department, and there was always one or two girls there on that work.

Q. Who was Mr. Atchinson?

A. Dewey Atchison.

Q. What is his position now?

A. I think you had better ask Mr. Ingraham what you call him. I never think to call him anything. I don't know what the company calls him. He has been there so long—People around that place don't have titles.

By Trial Examiner Batten:

Q. He was in charge of this department at the time you were helping in it?

A. That is right.

Q. What do you mean by having charge of it?

A. Making time studies and directing that work.

Q. And you say there were two of your girls working under him?

[fol. 232] A. I said sometimes there were two, and sometimes one.

Q. If there was only one under his supervision, would you be the one?

A. I would be the one.

Q. Did you assist in making time studies?

A. Yes, sir.

Q. You would go out in the different departments and study the work? A. Yes, sir.

Trial Examiner Batten: Mr. Leary, do you have any objection if I ask questions?

Mr. Leary: No.

By Mr. Leary:

Q. Are you referring to the work Mr. Atchinson was doing back at the time you were working in this section?

A. I am referring to what he was doing then. I thought that is what you were asking. If I didn't understand the question—

Q. Now, is Mr. Atchison still in that same line of work?

A. He worked in the production department, but we don't do that work in that manner. I don't recall that it has been done in that manner for, oh, I guess 5 or 6 years.

Q. Would you call that work efficiency work?

A. I think that would be all right, yes. I don't know that I am any authority as to what it should be called.

Q. What is your best judgment as to the year when [fol. 233] you began this work which, for want of a better term, we will call efficiency work? A. That I began it?

Q. Yes.

A. Well, Mr. Leary, I never did do that work—I mean that I develop a plan or how it should be done. I followed instructions from Mr. Atchinson. You will just have to let me find out about that. I can't tell you the



year. It isn't that I don't want to; I would be glad to tell you, but I don't remember it.

Q. It was sometime before 1931, was it?

A. Oh, absolutely. I was just going to tell you that. When I left the Donnelly Garment Company's employ in 1931 I was setting piecework prices, and all of this was previous to that time. I would say it was—I would just have to refer to those records some way. I just can't tell you those dates.

Q. It was something more than a few months before 1931, wasn't it?

A. Oh, yes, absolutely, but I don't like to try to give you accurate dates when I don't know the dates. I would have to have a chance to find out what it was.

Q. This man, Dewey Atchinson, was in charge of this work of setting the prices?

A. Yes, sir. Not in charge particularly of setting the prices, but in charge of the manner in which they were set. [fol. 234] When I made out—

Q. How many persons were employed under Mr. Atchinson at that time and assisted him?

A. In doing that work?

Q. Yes.

A. We have had other people, one or two at a time. I don't believe there were ever more than two at a time working on that work.

Q. Who was the other one than yourself?

A. I can't think of that little girl's name. I can find out her name, but I can't think of it now.

Q. Is she still employed there? A. No.

Q. Describe what your duties were when you were employed under Mr. Atchinson on this price-setting operation.

A. Sometimes taking time studies, and then out of that, Mr. Leary, is the time that I learned and acquired the information for setting piecework prices.

Q. First you started off doing this work taking the time studies of the various operations, didn't you?

A. Yes.

Q. That is the first thing everybody in that line does?

A. I had sewed and working in the departments in the sense of putting a garment together, and things like that, previous to that. Then, we took our time studies with a stop watch.

[fol. 235] Q. And you used to take those in all of the departments of the plant, did you not?

A. Any place that was necessary, where we could find an average person that was working on different types of work so that we could establish something to work from.

Q. Who would it be that would tell you where to take a time study?

A. Sometimes it would be the girls requesting it, that they were not making enough money, of that they had a new type of operation. I don't know that it would be a specific decision. If we were making one dress in the department and we were having some difficulty with it, or it was a new type of work, if that girl asked—or—sometime, if we thought it was new and we were not sure of how we should set that price and what it should be, then we would time one of those girls for an average.

Q. After you had certain experience merely making time studies, then you actually began to set the prices yourself? A. Yes, sir.

Q. How many persons were setting the prices at the time you first began to do it?

A. That was Dewey's job, and I helped him do that in the beginning.

I don't think I am explaining it very satisfactorily, but that is a thing in a place like that—and I presume in [fol. 236] any factory—that you sort of grow into. At least, the foundation has to be there, and that is where I acquired mine, from his instruction.

Q. You and Mr. Atchinson were setting the prices for the company at this time, were you not?

A. Not without assistance, no; not without somebody going over it and knowing whether it was going to be satisfactory.

Q. Who would go over it?

A. As I said a few minutes ago, whatever department had worked on it, the instructor from that department [fol. 237] might look over that. That was just an agree-

ment so that we would know that we were coming as near as possible to something satisfactory on that. And if we had made a time study of an operator, then you had that very definitely to go by.

Q. You merely conferred with the instructors for the purpose of seeking information, did you not? A. Yes.

Q. Could the instructors change the price you and Mr. Atchinson fixed?

A. As long as I have been at the Donnelly Garment Company anybody requesting to have a price changed, it could always be changed. It has always been possible to make an adjustment.

Q. The point is, instructors or operators could request a change, but could they actually make the change themselves?

A. An operator or an instructor, or Dewey or I, or none of us, no one person would say, "We are going to change this price." It would have to be a mutual agreement, or whether we needed to change it, or if they didn't have enough money on it and would ask for more all there would need to be was a discussion on it and we would put more money on it.

[fol. 242] Q. Why was it that you left the Donnelly plant in 1931?

A. I had an ambition to be a saleswoman, and I thought if I could help a little bit inside until I got onto the hang of it there I could go out on the road.

Q. And you returned to Donnelly's in 1933?

A. Yes.

Q. What position did you assume then?

A. Worked as a thread girl in the building at 2618 something Walnut.

Q. How long did you work as a thread girl?

A. I think that time it was three or four months, or [fol. 243] four or five months.

Q. Then what did you become?

A. Well, I have done just little things here and there and helped out in various departments where they needed help since then. Let me see if I can remember. I helped

in one of the other sections over there in the other building since that, I don't remember which one. Then, for awhile—

Trial Examiner Batten: (Interrupting) Just a moment.

By Trial Examiner Batten:

Q. What do you mean, you helped? What did you do?

A. As a thread girl. Then, I helped, in the following Spring—I think that is when I helped with the belt section. If I remember correctly, I spent a few weeks in [their]—or maybe I should say more than a few weeks, in the department where we make samples, helping the person—I don't know that you would say she was in charge, but we have usually two people up there that have had some sewing experience and run these errands and carry stuff back and forth to the girls making samples.

By Mr. Leary:

Q. When did you begin that work?

A. This has all been since 1933.

Q. When did you begin this sample room work, as you call it?

A. This is 1939—1938—I believe I did that part of it in 1935, and I know I did some of it again in the winter of 1936 and the spring of 1937. And one time in there when there wasn't any particular work for me to do—when [fol. 244] I went back of course I didn't expect to get the job back I had had—that desk had been filled and is still filled by the same person—I did some pattern work, or tried to.

[fol. 245] By Mr. Leary:

Q. In your work, then, in the sample room, Miss Witness, was it not encumbered upon you to go all through the factory?

A. At times.

Q. And to talk to the instructors in the various sections?

A. Yes. If we wanted information from the factory, or if they wanted information from the sample room, or even taking those garments to the people setting prices and figuring that line on the production you would necessarily go through the plant.

Q. Who was the person who had your old job back when you returned there in 1933?

[fol. 246] A. Mrs. Nichols.

Q. Was Dewey Atchinson still in his same capacity when you returned?

(Thereupon the last question was read by the reporter.)

A. I would say yes, as near as I know.

By Mr. Leary:

Q. And is Mr. Atchinson still in that capacity?

A. Well he worked with the production and the efficiency—the planning of some of that work. I don't know what kind of a title you would say he has. He worked with Mr. Batty in the production department.

Q. Does Mr. Batty have a title?

A. Production manager.

[fol. 247] Q. Does he have charge of the price setting?

A. No.

Q. Who has charge of that?

A. Mrs. Nichols, and she has a young lady that assists here with that work, setting prices, and before they are sent down to the factory, they are O.K.'d by me.

Q. Is a Mrs.—

A. (Interrupting) May I add this: I O.K. them as a representative of the Donnelly Garment Workers' Union.

Q. Does Mrs. Nichols have a Miss Spalito?

A. Spalito; that is right.

Q. This Miss Spalito, the young woman, you say assists Mrs. Nichols?



A. Yes, sir.

Q. What is Mrs. Nichols' first name?

A. Lulu, L-u-l-u.

Q. And what is Miss Spalito's first name?

A. Josephine.

Q. What is [Mrs.] Atchinson's duties; what is he doing now?

A. Well, other than what I told you a minute ago, I really don't know what his duties are, the particular duties that he has. I think Mr. Baty could explain that to you. He works with him, with the production, and I don't know the details of that.

[fol. 248] Q. Where are their offices?

A. On the ninth floor, adjoining our designing department.

Q. Where is Mr. Baty's office?

A. On the tenth floor.

Q. Where is Mr. Atchinson's office?

A. Tenth floor.

Q. Where are the general offices of the company?

A. On the tenth floor. I might add in explanation, Mrs. Nichols doesn't have an office, and Mr. Atchinson doesn't have an office. They have desks, but not an office, a private office.

Q. Who is it, then, that at the present time sets the prices on behalf of the company?

A. Nobody—well, on behalf of the company, we are all employed by the Donnelly Garment Company, and Mrs. Nichols, that is her responsibility.

Q. She sets them on behalf of the company and has an assistant, Miss Spalito?

A. Miss Josephine Spalito.

Q. And then—

[fol. 249] A. (Interrupting) And I O.K. them on behalf of the Donnelly Garment Company, a plan that was estab-

lished shortly after our union was organized. We discussed it at some length and decided it was a proper thing to do in view of the fact that I had had some experience, and knew approximately what should be fair and reasonable.

Q. What discussion was had on this matter?

A. With the committee [of] chairman of the Donnelly Garment Workers' Union.

Q. And with what representatives of the company?

A. Well, after we—after we had decided that that was what we thought should be done, it was taken up with Mr. Baty until we notified him that was what we desired to do.

Q. Now, if Mrs. Nichols establishes a price on behalf of the company, can that price be put into effect without your agreement?

A. No, sir. Without the agreement of the Donnelly Garment Workers' Union?

Q. Yes.

A. No, sir. There are never any prices sent to the plant to be used that you might say, more or less permanently, at least, on our first cutting of dresses, without our O.K.

Q. And if you—

A. (Interrupting) I would like to add this, Mr. Leary: that that doesn't establish a final say-so that there will [fol. 250] never be a change in those prices. If an operator makes an objection, she may make it to either Mrs. Nichols or tell her instructor, or she oftentimes comes to me or some other member of the committee. She can go to anybody that she wants to. I think that our members have been thoroughly informed that they should.

Q. What committee do you refer to?

A. The committee of the union.

Q. Is that what you call your executive committee?

A. Yes, sir.

Q. Mrs. Nichols,—is she in the Donnelly Garment Workers' Union?

A. Yes, sir.

Q. Miss Spalito in the Donnelly Garment Workers' Union?

A. Yes, sir.

Q. How long have they been in the organization?

A. Well, I think since the origin in 1937.

Q. Do they hold any office in the organization?

A. No, sir.

Q. Have they ever held any office?

A. No, neither one of them.

Q. Do they pay their dues regularly, do you know?

A. Yes, sir.

Q. Where do you have your desk at the plant?

A. On the seventh floor.

[fol. 251] Q. And is that in what you call this sample group?

A. No. That is just inside the door there on the seventh floor. I don't work in that department any more, in the sample room.

I think I didn't explain very clearly; I said "sample." We call that sample department, and it really is not what you probably term a sample department. We make our first garment up there. It is a small sewing section, connected with our designing department where we make—it shouldn't be called a sample department. It should be called models, is what they really are, because our samples proper are made in our plant in various sections.

Q. The designers complete their work and it is sent to—

[Q]. (Interrupting) To that small department.

Q. Which is called the sample department, but is really the model department?

A. I inadvertently called it the sample, and it really isn't what I should say as a sample. It is the model.

Q. You have your desk in that modeling department now?

A. No. That is on the ninth floor, and my desk is on the seventh floor.

Q. What department is in the same room as you have your desk?

A. It really isn't any. It is just a space, as you go in on the seventh floor, the nursing department is on one [fol. 252] side and around in the other part of the room are three or four sections, sewing sections, and there is just a space there where I—

Q. (Interrupting) You are rather isolated, by yourself; and no other workers are with you; is that it?

A. It was just a vacant space where I could have a desk and handle my work that was convenient to the factory.

Q. Will you explain what work you are doing now?

A. As I said a while ago, I don't know that I have any title to it other than—the nearest thing I have for it is supply person, you might say supply girl there, keeping track—not track, but if our different departments, I make it a point to go through the plant and keep in contact with it—if they are needing notions or thread or, say, various work, that might be done in another section, and it isn't coming through, I would call. They might call me, even, if I wasn't there, and say they needed so-and-so, and I might try to find it for them, and if it were notions, for instance, I would call the notion department and ask them why it wasn't up there, that we were working on those dresses, and they needed those notions, and then if they say they didn't have it or back ordered on it, or something of that type, I would possibly call Mrs. Reeves, or if I saw her I would tell her that the department or the section was short on such-and-such articles, and we needed it.

[fol. 253] Q. When the department needs certain material or parts or notions, where does the requisition go?

A. It goes from the merchandising department to the notion department. We have a department we call the notion department.

Q. You don't ever see those requisitions, do you?

A. I have no occasion to handle them. If one of the thread girls say to me "We are short on navy thread" or "We need some material for such-and-such a garment," she might pull out her requisition that she has, showing maybe that she got part of it; if she hadn't gotten any of it she wouldn't have a requisition, and other than that, that would be the only occasion I would have of seeing them.

Q. And with regard to the flow of work through the plant, is it your responsibility to see that—

A. (Interrupting) No.

Q. (Continuing)—the various departments have the work available which is to be done?

A. No. It is my responsibility to see that they have notions and supplies. It isn't my whole responsibility. That responsibility primarily originates in the notion de-



partment. They are sent requisitions or instructions of some type to send those notions, and that thread, and equipment, to such-and-such a department. It is only my responsibility, if they don't receive it as quickly as they need it, and they are going to be short of work because they [fol. 254] haven't these supplies. Then they would call me and say "Rose, will you see if you can get such-and-such a thing for me. We are going to have it in a little bit," and then, in a plant of that size, we have basket boys that carry work and carry things from various departments, and they are young boys, and I sometimes—you will sometimes find that sitting around in baskets that should be delivered.

Q. It is your job, then, to check up on the delivery of these various notions and supplies and material that should be at the various departments or sections?

A. That is right.

Q. How many other persons are doing this same work as you?

A. Well, if an instructor knew she was short on it, she might, if she didn't see me or it wasn't convenient to find me, it took longer to find me, she might call the notion department or the thread girl.

Q. Are there any other persons who have the same duties and responsibility, exclusive of you?

A. No, I don't believe so.

Q. Do you have any assistant?

A. No.

Q. Who had the job you have before you held it?

A. I don't know, Mr. Leary. [That] has always been somebody to kind of do that work. I believe, as near as [fol. 255] I can remember that must have been Herbert Mutchler.

Q. Do you know whether Mutchler ever had any assistant?

A. I don't believe he did.

Q. How long have you had this job which you are doing now?

A. Oh, I have been doing that, I guess, since either December or January, December of 1936 or January of 1937.

Q. What is Mutchler doing now?



A. I don't know. He isn't employed at the Donnelly Garment Company. The last time I heard of him he was in California.

[fol. 257] By Mr. Leary:

Q. Who is your supervisor?

A. Mr. Baty.

Q. Is he the only person who gives you instructions?

A. That is right.

Q. Is it not true, Miss Witness, that in your duties at the plant, at present, that you do go around and talk to practically all of the instructors almost daily?

A. Yes, sir.

Q. And you talk to almost all of these girls daily in addition?

A. Yes.

Q. Do you know [do] any employee at the plant whose duties carry them to more places in the plant daily than you?

A. Well, that is rather a broad question. Mr. Baty would certainly be through the plant every day, but, of course, you take your basket boys, anybody that is supply- [fol. 258] ing work to that plant, the size it is, would have to be through it. We have errand girls from various floors, have pick-up boys. I could name any number of people that go through that plant all day long. We have a pick-up system that two boys, that is all they do all day long, is go through the plant.

Q. They are messenger boys?

A. Take our thread girls there, that work necessarily takes them, going from one department to the other, net department and pressing department.

Q. How did it happen that you were placed in the position you have now?

A. Well, I don't know, Mr. Leary. I have never thought of it as being a position, especially.

Q. Well, call it a job, if you desire.

A. I think that would be more like it. I don't know, because ever since I have been back there, having no opportunity to do the work that I had done previously, not even expecting that I would have as long as the person who occupied it was doing satisfactory, I have just filed in one

place and another, and I don't [support] any particular thought was given to it.

Lots of times I might have been helping in one department and they needed something, some help in another section, and I would be called after I had gone to work, and they would say "You go help some place else." I don't [fol. 259] think that I could say I have ever definitely had a—known just what my work would be week in and week out since I have been back.

Q. Why was it—

A. (Interrupting) That was the only understanding I had when I went back, was that I would have to take what they had to give me, and that is about what I had to do.

[fol. 260] Q. Since you returned to the Donnelly Garment Company in '33, what has been the nature of the work you have been assigned in the various sections throughout the plant?

A. Well, I think that would be going over what I have done. I have just helped in various places. I have never had any definite work. That was just any job, and nothing else.

Q. When you say "helped in the various sections" you mean you operated a machine?

A. Well, I did do that for a little while.

Q. When?

A. I don't remember. Sometimes when they have been—just haven't had another—any other work for me, I [fol. 261] have done a little of it, very little of it, but I have more often helped on the floor, or, as I say, in that department where we make models.

Q. When you say help on the floor—

A. (Interrupting) In the sewing section.

Q. I mean, take the place of the thread girl.

A. Yes.

Q. Or the instructor.

A. I think when I had that—when we had the belt section on the ninth floor, there was—well, I was helping then. I wasn't in charge of the section then. Then there was a girl—I don't remember any work that I have done in an actual section that wasn't helping some one else.

Q. Have you ever been—

A. (Interrupting) I did at one time help when they were just getting samples, sample line out, which actually is a sample department where they prepare samples for the salesmen. I helped back there a time or two.

Q. Have you ever taken the place of an instructor during vacation period?

A. Yes, sir.

. . . . .

[fol. 262] Q. Are you on a salary at present?

A. Yes, sir.

Q. What is your salary?

A. One hundred and—I have a check of \$32.50 twice—

Q. (Interrupting) Wait. That isn't—

A. (Interrupting) I don't believe that is right. \$60—oh, they deduct a little of this, and it is around \$65.

Q. What is your basis a month?

A. It is \$65 either—well, I think \$65 by the time the deduction is made, around \$62. It is odd figures sometimes. \$65 a month.

Q. What is your monthly salary?

A. Then I receive a check of \$32.50 twice a month from the Donnelly Garment Workers' Union, for the work that I do for them.

Q. So you receive, then about \$130 from the company each month?

A. It is \$125, I believe, Mr. Leary.

Q. You say \$125?

A. That is right.

Q. And in addition you receive \$30—

A. (Interrupting) \$2.50.

[fol. 263] Q. From the union twice a month?

A. Twice a month.

Q. So you receive \$65 from the union?

A. That is right.

Q. By what arrangement do you receive a check from the union?

A. By what arrangement?

Q. Yes, and for what work done?

A. That I would spend my noon time and whatever time was necessary before and after working hours to

work, to do whatever was necessary for them, which I have been doing. Then, of course, during this last hearing we had, and this one, whatever time I spend here, they will pay me for this, and they did also with that last Federal Court hearing.

Q. Does the company pay you in addition?

A. Pay me in addition?

Q. Yes.

A. Only the hours that I work for them. I can't tell you just now the figures of it, but the Donnelly Garment Workers' Union paid me for all of the hours that I was at that trial, and the company paid me for the number of hours that I worked for them during those weeks.

Q. How much of your days, how much of each of your days are taken up in price fixing?

A. I don't fix prices, Mr. Leary. I O. K. them after [fol. 264] they are figured.

Q. Well, O. K.ing prices.

A. I don't do any of that in the daytime. I do, sometimes, do that at noon and sometimes do it in the evening. Sometimes I go down early in the morning and do it, but I don't do any of that during my working time.

Q. Well, do you do that in conference with Mrs. Nichols?

A. No.

Q. And Miss Spalito?

A. No, not necessarily. I seldom do. I usually take them and look them over, myself, because I am quite familiar with how a garment should go together, and I think reasonably so of what a price should be. If there are any, I have any questions about it, I would take it up with them.

Q. Did you work on a piece rate basis when you were doing piece work?

A. Yes, sir.

Q. Since 1933?

A. Yes, sir,—well, no, no.

Q. You have been on a salary, have you not, at all times since '33?

A. Yes, sir, I have worked on piece work, however, previous to that time.

Q. When was the first time that you ever went on a salary for the Donnelly Garment Company?

[fol. 265] A. I don't know, Mr. Leary. That is what I was telling you earlier. I don't remember just when I quit



sewing on a power machine. I couldn't be accurate about that.

Q. Well, what was the first salary that you received from the company? I am referring now to a monthly salary, or a weekly salary.

A. I don't remember that, either. I believe that it was around \$25 a week. I think it would have had to be, because when I quit sewing on the power machine, I was making around \$25 a week, and I think I wouldn't have started working for them for less, but I couldn't be accurate in telling you that.

Q. What were you receiving when you began your work with Mr. Atchinson, some time prior to 1931, on the price fixing? A. I don't know.

Q. Haven't you any idea?

A. Well, it seems rather unreasonable that I wouldn't, but I haven't the slightest idea. If you ask me what Gernes paid me, I can't tell you that, either.

Q. Do you know what you were receiving when you left Donnelly's in 1931?

A. I don't know accurately. I think it was around \$175 a month, I believe.

Q. And what did you receive when you returned in 1933? A. \$25.00 a week.

Q. How long did you remain on that basis?

[fol. 266] A. Oh, for just ages. I don't remember that, either. It seems to me that was in 1933, and this is 1939, 6 years. I think it must have been 3 years or so, about 3 years.

[fol. 267] Mr. Leary: Now, Mrs. Todd, how do you arrive at your conclusion in your O.K.'ing of the prices, that a price is fair and reasonable as far as the operator is concerned?

A. Well, Mr. Leary, I have done that work, had done it for several years, and you may get rusty on some of those things, but you never forget that, and I don't allow myself to get rusty on it because it is a vital part of the work that I could do if I had the opportunity to do it, and with our work in our plant and the association with



The operators, I just make it a part of my business to kind of keep informed on what is right and what is wrong. I don't say that I am as accurate as a lot of people would [fol. 268] be, but I do try to have a working knowledge of it and there is just never a day that some of the girls don't discuss with me what they are making, and I make it a point to discuss it with them.

[fol. 272] Q. Do you know whether the Loyalty League is still in existence?

A. Yes, sir.

Q. Who are the officers of the Loyalty League now?

A. I don't think I can tell you. I know that Miss Kathleen Denzel is president of the Loyalty League. It is a little difficult to recall all of those officers of it. They have one representative from each department, and it is about sixty people, I believe, and the chairman of one of their committees is Carl Crawford.

Q. Who is the secretary, if you know?

A. I don't recall at the present time who the secretary is. I believe Miss Hartman is the treasurer.

Q. What is the first name? A. Pauline.

Q. Are you still a member of the Loyalty League?

A. Yes, sir.

[fol. 273]—Mr. Tyler: Just a moment, Mr. Examiner. I object to any testimony or questions in regard to the Donnelly Loyalty League, for the reason it is purely a social organization that has no connection whatever with the matters involved in this case or with the Donnelly Garment Workers' Union.

Trial Examiner Batten: Of course, Mr. Tyler, they allege it is a labor organization, and I presume the only way I could determine that is to get some facts that will enable me to do it. So, I will overrule the objection.

By Mr. Leary:

Q. Can you think of that secretary's name now, please?

A. No, Mr. Leary. I can't right now, but I will find out for you at noon time.

Q. If you will, please.

A. I get confused thinking of the officers of the union.

[fol. 275] Q. Do you know how many drafts were made of your contract with the company? I don't mean copies of the complete contract. I mean drafts that were prepared for you to sign.

A. You mean in working it out?

Q. Yes.

A. No, I don't. There were so many that I don't know how many of those. Now, you don't mean when it was completed, how many copies were made when it was all completed?

[A.] No, I don't mean that.

A. No, Mr. Leary, I don't know. There are several, but I don't know the exact number.

Q. Do you have any list of your members?

A. Yes, sir, we have a file.

Q. In what form is that?

A. We have a file, and I try to keep it up to date.

Q. In what form is that?

A. A metal card, about this size (indicating).

Q. A 3 by 5 card?

[fol. 276] A. I would say so.

Q. Is this the treasurer's card or the secretary's card, or whose card?

A. Well, it is kept in our desk there on the seventh floor where I keep it.

Q. You keep all the records yourself?

A. I keep those locked up. We try to keep them locked up.

Q. Who owns the file? A. Who owns the file?

[fol. 277] Q. Who owns the file?

A. The Donnelly Garment Company.

Q. How long have you been using it?

A. I don't know. Ever since I have had that desk that file has been there, or some desk, or something of that type. There used to be some other metal cabinets there.

Q. Explain what kind of file it is.

A. Just a plain metal file, two drawers.

Q. Two drawers, to hold 3 by 5 cards?

A. No. That file belongs to the Donnelly Garment Workers, that little file. And there is a file sitting there at my desk that I use to lock things up in; that is what I thought you were referring to.

Q. That is the company's file?

A. Yes, but it is my desk.

Q. Is that a four-drawer file cabinet?

A. It has two drawers in it. Did you say four?

Q. Yes.

A. It has two drawers in it.

Q. What else do you keep in this company file?

A. Oh, anything that I need to lock up I just put it in there. I don't know that I can tell you the details of what is in there. There are a couple of insurance policies in it now that somebody wanted me to lock up for them.

Q. Do you keep any of the company papers in that file?

[fol. 278] A. I don't have any occasion to keep any papers for the company.

Q. All of the material in that file are Donnelly Garment Workers' papers except for perhaps a few insurance papers you mentioned?

A. I expect it is. I suppose there might be some magazine clippings and things like that in there. I think right now I might have a few sheets of instructions I take upstairs when I get a chance to.

. . . . .

[fol. 288] Q. Are you familiar with the Donnelly Athletic Association, or the Nelly Don A. A., as it is sometimes called?

A. It is an organization for the men employed at the Donnelly Garment Company. I am not familiar with any details of it at all. It is a social organization.

[fol. 289] Q. That has been in existence for a matter of five or six years, anyway?

A. I think every bit of that. They have golf tournaments, baseball, and things of that kind.

. . . . .

Q. Do you know whether any labor organizations were in existence at the plant of the Donnelly Company in 1934?

A. No, sir, there wasn't. The first labor organization we had was the formation of our union in 1937.

[fol. 290] By Mr. Leary:

Q. Your position is that you do not class the Loyalty League as a labor organization; is that what you mean?

A. No, sir. It is purely a social organization, and always has been.

Q. Do you know who formed the Loyalty League?

A. I think that would be difficult to say. I don't remember a great deal of the details. I do remember that there were some meetings of—oh, as I remember it, of, say 20 or 25 people, discussing it and making plans for it, but I don't know the details of it.

Q. Do you know Mrs. Gray?

A. Yes, sir. She works in our store.

Q. When you say your store, what do you mean by that?

A. The store they have there in the building.

Q. What is her first name, please?

A. I don't know. I have always called her Mrs. Gray. It seems like I should know, too. I don't know.

Q. Is she in charge of this outlet store?

A. I assume you would say she is in charge. The only charge I guess there could be is of remnants and things of that type sent down there for them to sell.

[fol. 291] Q. Mrs. Gray was one of the persons who was concerned with the formation of the Loyalty League, was she not? A. Yes.

Trial Examiner Batten: You mean newspaper announcements? You asked about announcements.

Mr. Leary: I refer to announcements in the various publications of the organizations that emanated from those organizations.

By Mr. Leary:

Q. Do you know of any other persons who were connected with the formation of the Loyalty League?

[fol. 292] A. I think that Mrs. Strickland was, and I know there were girls from the different departments but I don't know the names of the others.

Q. What was Mrs. Strickland's first name?

A. Florence.

Q. What was her position at the plant in early 1935?

A. She makes patterns.

Q. Was she an operator?

A. She makes patterns to make dresses off of.

Q. Does she have charge of that pattern department?

A. No, sir.

Q. Who does, or who did at that time?

A. Well, I think I would be right in saying Mrs. Pillsbury has charge of that department.

Q. Is she in the Donnelly Garment Workers' Union?

A. No, sir.

Q. What is her first name? A. Beulah.

Q. This Loyalty League was formed in the early part of February, 1935, wasn't it?

A. I don't remember just the month, but it was the early part of 1935.

Q. When did you become a member?

A. I don't remember that, but I judge that I would have at probably the time of its formation, or near about that time.

[fol. 293] Q. You eventually became the president of that, did you not?

A. I believe I was elected president, probably the third time they elected officers.

Q. You did not hold office very long as president of the Loyalty League, did you? A. No.

Q. As a matter of fact, it was on March 18, 1937 that you were elected president, was it not?

A. I don't remember. I was under the impression it was in February.

Q. February, 1937?

A. It is purely a social organization, and I think their officers are due to be elected in January, and something prevented it. I thought it was February. You may have the date correct; I don't know about that.

Q. You continued as president how long?



A. Until very shortly after the organization of our union, and, being elected chairman of that organization, I resigned as president of the Loyalty League.

[fol. 298] Q. Did you attend all the meetings of the Loyalty League during the period when you were president? A. When I was president?

Q. Yes.

A. I don't know whether we had any or not. I don't recall having had any. We had—I was present the day that their officers were elected. That, I think, as I remember it, I don't know whether they have a constitution or by-laws, it has been so long ago that I haven't had occasion to look it up, but the officers of the Loyalty League are elected by a group of what we call representatives. One person from each department, and it would be about sixty, I think, or seventy people, and the officers were elected each year by that group of people.

[fol. 299] Q. How often does the Loyalty League hold meetings?

A. They haven't any regular time for them. They meet more often, if they are planning some activity, and if they aren't, but they do not have a definite date for them.

Q. Do they ever have general meetings of the entire body? A. Yes, sir.

Q. Where was the meeting held when you joined the organization?

A. I don't know that, Mr. Leary.

Q. Was it held at the plant?

A. I imagine so, yes. Sure. I don't know that they have ever had any meetings any place else.

Q. Where at the plant are the meetings of the Loyalty League held that you attended?

A. Well, the one I referred to a minute ago, where they had their election of officers in 1937, I believe it was held in one of the recreation rooms.

Q. On the third floor?

A. On the third floor. What did you say?

Q. I said, on the third floor.

A. I think the third floor.

Q. How many recreation rooms does the company have?

A. At the present time, only one in the basement for the boys.

Q. And did they ever have one at any other place?

[fol. 300] A. They had one on the third floor for the women employees, which was later transferred, I believe, to the second floor, and is now used, being used, for some other purpose. As I say, they have just one now for the boys at the present.

Q. Now, is that hall on the third floor the one that is used for the Christmas parties?

A. No, Mr. Leary, that is a very small room, I would say probably—it isn't on the third floor. It is on the second floor, and I think it is probably 16 by 20 feet. It is not larger than that.

Q. As I understand it, then only the various departmental representatives of the Loyalty League were present at the meeting at which you were elected president?

A. Those people elected the officers of the Loyalty League. That is the way they are elected.

Q. Now, for the present, let's refer only to the general meetings of the Loyalty League.

A. The general meetings?

Q. Are you able to state where any of those were held?

[fol. 301] A. What did you say?

Q. Are you able to state where any of those were held?

A. Well, they would have been held at different times probably on the third floor when it wasn't occupied, or on the second floor if it wasn't occupied, and now they would be held on the first floor because that is the only available large space that is not occupied.

Q. When you say occupied, what do you mean by that?

A. Well, on the first floor of the—it is the Corrigan Building at the present time, the entire building is occupied by the Donnelly Garment Company and the first floor is an auditorium. It is just an empty room used for recreational purposes and various and sundry purposes. At other times it isn't used for anything.

Q. But this Loyalty League held meetings on the property of the company regularly—do they not?

A. Yes, sir.

Q. Do you know whether any rent was charged for those meetings? A. No, I don't.

Q. Of what was the membership of the Loyalty League composed?

A. As near as I can remember, it would just have been employees of the Donnelly Garment Company.

Q. All employees?

A. I don't know that I ever given it any thought. I [fol. 302] would assume so.

Q. Work supervisors?

A. We discussed the word "supervisor" this morning. If you are referring to our instructors, yes. I think that all of the employees of the Donnelly Garment Company can belong to the Loyalty League.

Q. Mr. Baty?

A. I don't know whether I ever given it any thought. I don't know whether he is a member or not.

Q. Mrs. Ella Mae Hyde?

A. She might have been. I really don't know, but being a social organization, I would presume anybody working there that wanted to belong to it, it would be all right.

Q. What is Mrs. Ella Mae Hyde's position?

A. She is employed in our employment department.

Q. Is she not the employment manager? A. No, sir.

Q. Who is?

A. That is not my understanding. I understand that Mrs. Hyde interviews people and can employ people, but if it was a place of any great importance, I suppose she would have to take it up with the department head or Mr. Baty or somebody, the office manager or something of that kind.

Q. What do you mean by "matter of importance"?

A. Well, if it was going to be a position that somebody [fol. 303] was in charge of a department or something, I would assume. I don't really know the details of Mrs. Hyde's work.

Q. Mrs. Hyde hires the operators, does she not?

A. Yes, I have known lots of instances where operators have gone to Mr. Baty, also, and gotten employment, but I am sure if we needed operators and they told Mrs. Hyde to get some, she would try to do it.

Q. What is Mrs. Reeves' position?

A. I think you would say she was in charge of the merchandising department.

[fol. 304] Mr. Leary: I show you what has been marked for identification as Board's Exhibit 2, Miss Todd, and ask if you identify that as an issue of the N. D. A. A. News of February 13, 1935?

[fol. 305] A. Yes, sir.

Trial Examiner Batten: What was that date?

Mr. Leary: February 13, 1935.

Mr. Langsdale: Did she answer the question?

The Witness: I said yes, sir.

Mr. Leary: Miss Witness, referring to the first paragraph in the article entitled "900 join Loyalty League", on page 1 of Board's Exhibit 2, as follows:

"The employees of the Donnelly Garment Company have in the past week formed the Nelly Don Loyalty League to refute untrue statements and propaganda circulated by the Union." Do you know whether that is true?

A. I think that is true.

Mr. Leary: Board offers its Exhibit 2.

Mr. Ingraham: I object for the reason that there has been no showing that the Donnelly Company Athletic Club—what is the name of this? The N. D. A. A. represents the company in any shape, way, shape or form, and nothing that it publishes in any way is binding upon the respondent.

Trial Examiner Batten: May I see it, please?

Mr. Ingraham: Yes, sir.

The Witness: At that time, I think—

Mr. Leary (interrupting): Now, just a moment.

Trial Examiner Batten: Just a moment.

[fol. 306] The Witness: Pardon.

Trial Examiner Batten: Well, you are offering it in its entirety?

Mr. Leary: I am, Mr. Examiner; yes, sir.

Mr. Tyler: The intervenor desires to object to it on the ground that nothing done or said by the Athletic Association would be binding on the Donnelly Garment Workers' Union or any of their members; also, that it is incompetent, irrelevant and immaterial.

Trial Examiner Batten: Well, of course, at this stage in the proceeding, it is pretty difficult for me to determine what, if anything, has any relevancy. So I will receive it subject to the connection with later testimony. In other words, the first day this hearing starts, I certainly can't tell what relevancy anything has.

(The document heretofore marked as "Board's Exhibit No. 2" was received in evidence.)

[fol. 309] Q. (By Mr. Leary) What was this meeting about Mr. Dubinsky you refer to?

Trial Examiner Batten: Just a moment; I don't want to go into that. I stopped the witness from making a voluntary statement, and you ask her about that. Did you want to go into that?

Mr. Leary: Yes, I certainly do.

Trial Examiner Batten: All right, Miss Todd, you may proceed with your voluntary statement about it.

The Witness: It seems to me there had been a meeting at which Mr. Dubinsky had talked and I know a conversation around the plant regarding some of the union activities, and saying what such terrible things about the working conditions at the Donnelly Garment Company, and [fol. 310] that was what we were trying to refute, that they shouldn't exist.



By Mr. Leary:

Q. You refer to David Dubinsky, International President of the International Ladies' Garment Workers' Union; is that correct?

A. Yes sir, I do, Mr. Leary.

Q. Who was saying this?

[fol. 311] A. Well, as I said a minute ago, it was general conversation and I remember of hearing that there were various members of the International saying that we had such awful sweat shop conditions, and we worked such long hours. It has been a long time ago, and I don't remember the details of it, but I do recall that that was what we were trying to refute in that statement.

Q. Isn't it a fact that you heard these statements from, —about the purposes of the organization campaign of the International Union from employees of the Donnelly who had been to meeting of the International Union?

A. I couldn't say as to that. It was such general conversation I wouldn't have any idea.

Q. Did you ever attend any of the meetings yourself?

A. One.

Q. Where was that?

[fol. 312] A. I believe it was over on Michigan, at the Music Hall.

Q. Is that what you call Musicians Hall?

A. Yes.

Q. Who spoke at that meeting?

A. I don't remember.

Q. Under whose instructions did you attend that meeting?

A. Nobodys.

Q. Was Mrs. Hyde there?

A. I don't recall who was there other than I stopped at the drug store and drank a coke with somebody from the pressing department. I don't remember who that was.

[fol. 314] Trial Examiner Batten: Is this covered, Mr. Leary, in the NRA proceeding?

Mr. Leary: To a certain extent, yes.

Trial Examiner Batten: I don't want to go into those matters covered in those proceedings except by reference. I am not going back and try those things all over again. If it refers to the matters in those proceedings, if you want to make it part of this hearing by reference, as I told you, subject to objection, I will receive it, but I am not going to try out all of those matters that were tried in that hearing in this hearing.

Mr. Langsdale: Let me understand. Do I understand we can offer the record in those proceedings?

Trial Examiner Batten: I said I would receive it subject to objection by the attorneys. I mean by that, Mr. Langsdale, I am not going to try out all of the issues and repeat all of the testimony and go over all of the matters that have been gone over in that hearing in this hearing.

. . . . .

[fol. 315] Mr. Ingraham: If Your Honor please, of course we object to any of those matters as being immaterial and not bearing on any issues now pending.

. . . . .

Mr. Ingraham: Your Honor, I would suggest this, I will be glad to confer with Mr. Langsdale and Board's counsel and see if we can agree on some stipulation to the effect that it be introduced over certain objections, and see if we can get together on it.

. . . . .

[fol. 317] By Mr. Leary:

Q. Who was the first president of the Loyalty League?

A. I believe Herbert Mutchler was.

Q. Who was the president after Herbert Mutchler?

A. He was the second one I remember. Then, I was, for that short period of time.

Q. Who was the first one, then?

A. He was.

Trial Examiner Batten: He served two terms, is that it?

A. Two terms, yes, sir. I think I am correct in that. That is just my memory.

By Mr. Leary:

Q. Are you able to name the other officers of the Loyalty League at the various times?

A. No, Mr. Leary, I wouldn't be. There were so many of them, and it is old, and I never have paid that close attention to it.

Q. Do you know what steps the Loyalty League took to refute the propaganda that had been passing among the [fol. 318] employees concerning the union?

A. No, I don't. I don't remember a lot about it, Mr. Leary.

Q. Who is it that would know a lot about the Loyalty League?

A. Well, I don't believe I would be much help to you on that either, not at the present time certainly. It is old, and really I can't think not—I could tell you in substance who could give you information about it at the present time.

Q. Who is that?

A. The president of the Loyalty League just now. I gave you those officers as I remembered them this morning.

Q. What duties did you have as president of the Loyalty League?

A. I think they must have been rather nominal. It lasted such a short time—It was just a social organization, and if you had something you wanted to do or a party you wanted to have the officers would take the initiative in it.

[fol. 319] Q. What is the form referred to as an I.D.M.?

[fol. 320] A. That is a notice that you might call an interdepartmental memorandum they used at the Donnelly Garment Company.

Q. Is that prepared on a special form somewhat like the little memorandum pad I hold in my hand?

A. Something on that order.

Q. And the company is the one who controls and has charge of all of those; is that it?

A. If they sent out I. D. M.'s they would be sent by the company or somebody working for them. Are you referring to company business, or what business are you referring to?

Q. They are used primarily for company business, are they not?

A. I suppose they are used for company business. If I send out a notice I don't refer to it as an I. D. M. If I sent out something for the company it would probably be an I. D. M.

Q. If you wanted to meet a friend on the corner you wouldn't send her an I. D. M. through the mail, would you?

A. No.

Q. The I. D. Ms. are exclusively, as a matter of fact, for the use of the company in the company's business?

A. That is just a term applied to a memoranda sent around. I don't know where you would draw the technical line on it.

Trial Examiner Batten: You mean by that, is it not a printed form?

A. No. It is just a blank sheet of paper, and it ac-[fol. 321] quired that name some way. It had no official significance whatever.

Mr. Leary: What were the matters that were discussed at these Loyalty League meetings?

Mr. Tyler: Just a minute. Mr. Examiner, I wish to renew my objection to questions as to the Loyalty League, the method by which it did business, where it held meetings, and the way it carried on its affairs, because it has no connection with the Donnelly Garment Workers' Union and because it has no bearing on the issues tried in this case.

Trial Examiner Batten: He may testify as to what was discussed at any meeting he attended. To that extent I will overrule the objection. As I said this morning, there is an allegation here that it is a labor organization, and I

presume the only way we can determine that is to get the evidence.

At any meetings you attended you may tell us what business was transacted.

A. I don't know. As I say, Mr. Leary, I don't recall any discussion that was business that wasn't about parties and such as that, so far as meetings of the Loyalty League were concerned.

[fol. 322] Q. You did not decide, did you, to resign as president of the Loyalty League until after the April 27 meeting of the Donnelly Garment Workers' Union?

[fol. 323] A. I am sure I didn't, no. I don't think— There wouldn't have been any occasion to. I wouldn't have given it any thought.

Q. So, it was sometime after April 27 that you resigned; is that it?

A. Surely. Yes, sir.

[fol. 324] Q. Do you know Marry Huffaker?

A. Thelma Huffaker?

Q. Yes.

A. Yes. Now you have the information. I believe she was elected president. I had forgotten all about that. If that is true, then Miss Denzel must have been elected the next time. I am not positive about that, but I think Miss Huffaker was, because she became ill following that and has been in the sanitarium some time.

Q. Do you remember a meeting held on March 18, 1937, at the plant of the Donnelly Garment Company?

A. Yes, sir.

Q. Who called that meeting?

A. I don't remember.

Q. Who presided at the meeting?

[fol. 325] A. I did.

Q. Who told you to preside at the meeting?

A. I don't know. That was just one of those spontaneous outbursts—

Q. (Interrupting) As a matter of fact, you called the meeting yourself, didn't you?



A. I may have, Mr. Leary. I don't remember about that. I have been trying to remember about that, but with the excitement and turmoil of things happening then, I can't remember about that.

Q. Where in the building at 1828 Walnut was the meeting held on March 18, 1937?

A. I think that meeting was held on the second floor, as near as I can remember.

Q. Who gave you permission to hold it on the second floor?

A. That was a meeting of employees, and I don't know that anybody would have objected or would have thought to ask, other than talking to somebody in the maintenance department about preparing for a meeting.

Q. What did you definitely do that day to prepare for that meeting, if you did anything?

A. I wouldn't have done anything, Mr. Leary. You are saying I sent out the notices of the meeting, and I said I don't know whether I did or not, I don't remember.

Q. Did you talk to anyone about calling the meeting? [fol. 326] A. There is no doubt that I did, because I am sure, with as much conversation as was going on about the plant then, any number of us was talking about this, that, and the other.

Q. You talked to Nell Quinlan Reed about it, didn't you?

A. No. We did ask her to come down to the meeting. As I remember that, she was leaving town, or planning to leave town, or something, and we asked her to come down to that meeting to talk to us and tell us what she was going to do in the way of protection.

Q. For the purpose of the record, Nell Quinlan Reed is the former Mrs. Donnelly, or Mrs. Reed?

A. That owns the business, yes.

Q. She is the president of the company?

A. Yes, sir.

Q. Who was it talked to Mrs. Reed before the meeting, in addition to yourself?

A. I don't think anybody talked to her before the meeting. During the meeting I asked one of the boys who was standing in the aisle if he would go—I think I had seen Mrs. Reed come in—it seems to me as I came down to the meeting I saw Mrs. Reed go upstairs—and I asked him if he would go ask her if she would come down and talk to us.

Q. You wanted to find out from her what protection she was going to give you, is that it?

A. That is right, because at that time, if you remember, [fol. 327] these strikes and things were going on up on Grand Avenue, and the threats were that the same thing would be done to us, and that was the idea of asking her to come down and talk to us.

Q. What do you actually know of your own knowledge about threats being made?

A. If you are asking me what I actually know or of somebody telling me definitely, that was general conversation, and around a plant of that size, with as much as you could see in the newspapers, and could hear by word of mouth, that is what I would have to give you as information. It was very general.

Q. It was all hearsay, was it not, to you?

A. I don't know just the way you use the word legally as to hearsay but—yes, it was hearsay.

Q. Did anyone ever make any threat to you just prior to March 18?

A. Personally, no.

Q. Did you ever hear anyone make any threats to anyone else before March 18?

A. I don't know of anything personally, just as it was passed on to me.

Q. Who was it passed it on to you?

Trial Examiner Batten: Now, suppose she can remember 50 people that passed on these rumors, it means we will have to bring those 50 people in here. I am wondering [fol. 328] how far we should go with these threats of violence.

Everybody knows when there is an organizational campaign on in a plant the employees say many things. That is, as I see it, none of our particular concern in this hearing. Employees have a right to do a great many of these things.

The question is, did the respondent take part in them? Did the respondent do these things? The employees as employees have a right to do many of these things, and if they do, it is no violation of the Wagner Act in any form or fashion.

[fol. 331] Mr. Langsdale: It seems to me this is all far afield. The question asked the witness was, who asked her to call this meeting, and she wandered all around the courtroom with this speech of hers, which she has been doing all afternoon, that there were so many speeches of violence she doesn't know who told her to call the meeting or whether Mrs. Reed was there, or what not.

I think the Court was right this morning in telling me to wait until my time comes, but I would like to see this witness answer the questions directly. Every time she answers a question she makes a speech. The question was, who asked her to call this meeting, and why, and before she gets through with that she has gone into all of these other things.

[fol. 332] Mr. Ingraham: I submit, Your Honor, the witness is answering the questions. I don't think the witness should be subjected to any harangue such as Mr. Langsdale is giving.

Trial Examiner Batten: I realize, of course, that counsel must indicate in the record the situation. I don't feel for one minute that the witness is deliberately attempting to proceed in this manner. I do think she is entirely too talkative. I think I told her twice this morning for her own good if she would answer the question and stop we would get along much better here, but I am not going to attempt to shut off the witness, nor am I going to attempt to tell a witness what they should say or not say. The thing we are primarily interested in in this matter is getting at the facts, and for that reason I do not propose to put anybody in a straight jacket.

Mr. Leary, you may proceed with your question, with this understanding, that the only matter we are concerned about here is whether the respondent or any of its agents were involved in these rumors. I will say again I will not sit here and listen to statements employees made on either side, because if I do we will be here until Christmas.

We will recess until 20 minutes of four.

[fol. 334] Q. The main purpose of this March 18th meeting was to discuss the protection the company was going to give the employees, is that right?

A. That is right.

Q. And you testified, did you not, or did you, that you had discussed it with officials of the company prior to the meeting?

A. No, Mr. Leary. I said that I did not, but we did ask Mrs. Reed to come to that meeting after the meeting started.

Q. Why did you ask Mrs. Reed to come to the meeting?

A. Because we were wondering if she was going to do anything, if there was anything she could do to give us any protection whatsoever. I stated that she was leaving town, that we had heard about that, and that was the primary reason why we were trying to get some information from her direct.

[fol. 335] Q. This was a Loyalty League meeting, wasn't it?

A. It was a meeting of the employees; not Loyalty League.

Q. Did you mention the Loyalty League at all when you presided at that meeting?

[fol. 336] A. I don't recall that I did. I don't imagine that I did, because it was not primarily a Loyalty League meeting. It was a meeting of the employees.

[fol. 339] Q. What did Mrs. Reed talk about?

A. Well, she told us at that time that she had made arrangements to employ busses to bring us back and forth from work at different sections of the city, and as I remember, that bus system was established the following morning and lasted, I am not positive, but I think it was about the second or third week in May. Anyway, it lasted for a few weeks, and that was the same meeting that she said she was not going to be forced by Mr. Dubinsky or anybody that would force her employees to do something that she didn't wish to do.

Q. She said she wasn't going to let Mr. Dubinsky or [fol. 340] his union—

A. (Interrupting) That is right, to force her to sign up with somebody that would force her employees to do something against their will.

Q. She said also at that time, there was not going to be any union in that plant, didn't she?

A. No, Mr. Leary, I don't remember that. I don't ever remember hearing anybody say that there wouldn't be any union in that plant.

Q. She did tell the girls they wouldn't have to belong to a union to work there, didn't she?

A. That they wouldn't have to belong to a union to work there?

Q. Yes. A. I don't recall that.

Q. Did you get permission from anyone to hold that meeting during the working hours?

A. Mr. Leary, I didn't get permission. I was not wholly responsible for the meeting. As I tried to state a while ago, it was a spontaneous thing, a demand of a lot of people here and there, and I don't know whether we did or not.

[fol. 341] Q. (Interrupting) The truth is that you don't recall anything at all about this meeting, is that it, except what Mrs. Reed said?

A. That is what I have been trying to recall.

Q. After Mrs. Reed had spoken, what happened at the meeting?

A. I don't remember. I rather think that her talk closed that meeting. I am not positive about that.

Q. Do you remember any letter being read at the meeting?

A. I believe there was. That is the first recollection I have of that now. I am not even positive about that. I rather think, though, that there was a letter read at that meeting, that was from the International Union, but I couldn't say that that is positive.

Q. That was a letter from the International Ladies' Garment Workers' Union to the company, was it not?

A. That letter was read, and I am inclined, since I bring it to my memory, it was read at that meeting.

Q. And it was read by Mrs. Reed, was it not?

A. I don't know. I don't remember Mrs. Reed reading anything. I don't remember any outstanding point of her conversation other than the two I have named.

Q. Did Mrs. Reed say at that meeting she was going to answer the letter?



A. No, I don't remember. The letter was new to me, [fol. 342] and I don't recall the details of it at all.

Q. Then a few days later did you and a group of employees call on the Police Department in Kansas City?

A. Yes, I think you're right. Now, I am not positive about the secrets of that, but we did go down there, a group of us.

Q. Who was it went to see Mr. Higgins?

A. Well, I believe Mrs. McTernan was with that group.

Q. Is that Mr. Otto Higgins, the former Director of Police here?

A. That is right. I did have a picture in a newspaper clipping of that, but as to the individuals that went, I am not very clear about who they were.

Q. Who do you mean?

A. About the names of who went, if that is what you want to know. Is that what you want to know?

Q. Yes, and you had a picture of it, did you say?

A. I have had, but I don't have it any more, a newspaper clipping.

Q. Did you have—

[fol. 343] A. (Interrupting) Now, I think that Mrs. Strickland went down there. I don't remember who those people were.

Q. How many went altogether?

A. I think there must have been something like fifteen or eighteen or twenty.

Q. When did you go to see Mr. Higgins?

A. I don't remember the date.

Q. Was it during the day? A. Yes, I believe it was.

Q. Did you get permission from the company to go?

A. I don't know about that, because I didn't instigate it at all. All I did was go, and I don't remember.

Q. Who instigated it?

A. I don't recall—don't really know.

Q. Who asked you to go?

A. I don't recall when I went down whether I was in the—there was a group of girls there in one of the rooms, and I don't remember. I think I was just passing there and they said "Come in", something of that kind. I don't remember the details of who called me at all.

Q. You were in the plant when you were asked to go along with the girls going to see Mr. Higgins?

A. Yes, sir.

Q. And who—did you leave your work then and go?

A. I don't remember what time we went, Mr. Leary. [fol. 344] It was—we may have. It was around—I would say, as near as I can remember, it was some time in the early part of the afternoon.

Q. And did you ask the company for permission to leave your work at that time?

A. I did not. As I said a minute ago, I don't know who made those arrangements.

Q. Do you ordinarily leave your work without asking the company's permission to absent yourself?

A. No, I am not in the habit of doing that.

Q. How did you happen to do it on this occasion?

A. I don't recall. I suppose that I assumed that some arrangement had been made. I really don't know about that.

Q. You name as many as you can of the people that went to that meeting, will you?

A. Well, I don't know who else went to that meeting.

Q. How many—who have you named this far?

A. Will you read those names?

Trial Examiner Batten: Mrs. McTernan and Mrs. Strickland.

The Witness: That is right.

By Mr. Leary:

Q. You can't remember any others?

A. No, I don't at the present time. I have a rather poor memory for names.

Q. This Mrs. Strickland, was the one that formed the Loyalty League?

A. Mrs. Strickland was one that helped form the [fol. 345] Loyalty League.

Q. Who is Mrs. Strickland?

A. Well, she worked, at that time, I believe in a little department we have up there where they keep notions and supplies for the designers, and that is where she was working.

Q. Did she hold any position in the Loyalty League?

A. I think not. I never remember that she did.

Q. You say you remember seeing a picture in the paper of your group with Director Higgins?

A. Yes, I do.

Q. How did you happen to have a photographer there?

A. Down at Director Higgins' office. I don't have any idea, but I suppose there is always a photographer around a place like that.

Q. Did you call Director Higgins and tell him you were coming?

A. Mr. Leary, I didn't have anything to do with planning that. I was simply asked to go along and went. I don't know the details of it. I am sorry, I can't give them to you. I don't know them.

Q. Do you know anyone that would know the details of that call to Director Higgins?

A. That has been so long ago and one of those things that happened so quickly, I couldn't tell you on that.

Q. Did you know when you were on the way to Director Higgins' office why you were going there?

[fol. 346] A. Yes, I think I did, surely. I stated—

Q. (Interrupting) Why were you going there?

A. To see what we could expect in the way of protection from the Police Department, because of the things that had been reported going on up at 26th and Grand.

Trial Examiner Batten: Miss Todd, please—when you answer a question, the question was, why did you go.

The Witness: Well, pardon me, Mr. Batten.

Trial Examiner Batten: I have no idea of wanting to stop you.

The Witness: That is all right.

Trial Examiner Batten: But when you answer a question as you think you should answer, and if they want to ask you further questions, they may do so.

By Mr. Leary:

Q. Why was it, then, that you wanted to go to Higgins' office?

A. To find out what the police would do in the way of protection for us at the plant, in case of any violence.

Q. Had you been satisfied with the protection Mrs. Reed had promised you at the March 18th meeting?

A. I don't think, Mr. Leary, that I can answer that. By that time, I think you will recall the amount of ar-

ties that were in the paper, and the amount of disturbance that was going along. I don't know—we were just looking for protection, too. These things that had been [fol. 347] threatened would happen to us, only more so, and all we were asking was that it didn't happen to us or there be some protection there in case it did.

By Trial Examiner Batten:

Q. Miss Todd, between the time that Mrs. Reed spoke at this meeting and said that the busses would be provided, how long after that was it that you went down to the Chief of Police?

A. Mr. Batten, I don't remember exactly, but I believe it was a few days. This was a terrific thing in our understanding that was going on.

Q. I know, but between the time of the specific time, March 18th, and the time you went down to the Chief of Police, did anything actually occur?

A. Nothing actually occurred.

Q. So there were no reasons, then, for you going to the Chief of Police then, a few days after the 18th, than there was on the 18th, when you had the meeting?

A. I mean, a continuation of that same—

Q. (Interrupting) I mean, as far as any actual occurrence was concerned.

A. No activity at our plant, no. It was outside plants.

By Mr. Leary:

Q. Well, after your visit to Director Higgins, were any meetings of the employees held?

A. I don't believe so. I don't recall any that were held immediately, or within a week or so. I don't recall any.

[fol. 348] Q. Did you tell the officials of the company what Director Higgins had said to you?

A. I didn't, Mr. Leary. I didn't.

. . . . .

Q. Did you lose any wages for being absent from the plant that afternoon?

A. I believe not.

. . . . .

Q. And after going to see Mr. Higgins, a meeting subsequently was called on April 27th, was it not?

A. I believe you are right.

Q. Who was it that decided to call that meeting of April 27th?

[fol. 349] The Witness: Pardon me: Does the question say who called it, or who decided to call it?

By Mr. Leary:

Q. Who decided, I believe.

A. I don't know exactly how many people there were there. I believe that I should say that the three people that were instrumental in calling it were Rose Todd and Hobert Atherton and Sally Ormsby, but there was a general request from a great many employees that we try to do something for our own protection, and that was why this meeting was called. What date did you say, Mr. Leary?

Q. April 27th.

[fol. 350] Q. Did any of them say why they wanted to meet, the meeting to be held on April 27th?

A. Yes. Now, it would take a little explanation of that, Mr. Leary, if you want me to give it.

[fol. 351] Q. You answer the question.

A. Well, previous, about around the 27th or the latter part of March, three of us had gone down to Mr. Gossett's office and talked to him, asking, the idea we had in mind was, would an injunction do us any good—

[fol. 354] By Mr. Leary:

Q. Who was it who suggested that the Donnelly Garment Workers Union should be formed?

A. Well, I believe that suggestion, I can't rightfully say whether it came from some of us as employees or whether it came from Mr. Tyler. It—well, I guess that answers the question. I don't know.

Q. You don't know who selected the name for the organization?



A. I believe Mr. Tyler suggested that name.

Q. When did he suggest it?

A. At a meeting that we held on April 27th.

Q. Was it the meeting of April 27th that he suggested the name? A. Yes, sir.

Q. Was that the first time that you decided it, or anyone had suggested a name for the organization?

A. The first time there I recall. I know I had tried to think of something, and oh, we may have talked about it here and there among the little conversation discussions that came up, but I don't remember anything definite being said about it previous to that time.

Q. Now, before this meeting was held on April 27, by-laws had been prepared, had they not? A. Yes sir.

Q. They had been prepared by Mr. Tyler?

[fol. 355] A. Yes sir.

Q. Mr. Tyler read these by-laws at the meeting, did he not? A. That is right.

Q. Had you ever seen these by-laws before this meeting? A. Yes, sir.

Q. Had you read them?

A. I don't quite know, Mr. Leary, how to answer these questions without telling you what leads up to this, and I haven't had an opportunity to tell you. Now, I can—it requires some explanation, but it is rather difficult for me to just go ahead. I have been criticized for talking too much.

Trial Examiner Batten: Now Miss Todd, you haven't been criticized. I am not criticizing you. This question should be answered very easily. The question was, had you read these before this meeting?

A. Yes, Mr. Batten.

Trial Examiner Batten: All right, that answers the question.

By Mr. Leary:

Q. Where did you read them?

A. I don't remember whether I read them at home or whether I read them in Mr. Tyler's office.

Q. Do you know who else read them before the meeting?

A. I think Mr. Atherton did, and I think Mrs. Ormsby [fol. 356] did. We were the three that went to see Mr. Gossett in the first place.

Q. When were these by-laws adopted that you refer to?

A. At the meeting held on April 27, 1937.

Q. Isn't it true, that you were the first one who said that your new organization would be called the Donnelly Garment Workers Union at the meeting of April 27th?

A. I believe I am, but Mr. Leary, if you are reading from those minutes, I don't recall all of the wording of those minutes, but I believe you will find there that Mr. Tyler had made that suggestion.

Q. That is the first time you had any idea what the name of the organization would be?

A. Mr. Leary, I don't remember a great deal of discussion about the name in deciding what it would be called. We had had some little discussion about it, but as to just saying that would be, I think you will find in those minutes it was put to a vote of the employees.

Q. Well, after the by-laws were read, did you do anything else at that meeting?

A. Mr. Leary, that is the meeting where we formed our union?

Q. Yes, and after the by-laws were read, did you do anything else?

[fol. 357] A. I don't know that I have just the chronological order in mind of that meeting, but I will tell you as best I can how the meeting was formed and what happened following that. We had gotten past the place where I guess we voted on the name for the organization, and then we had voted to form the meeting—form the organization and the name of the organization. The by-laws were read, and as I remember it, that is where a vote was taken giving the Chairman of the meeting the right to appoint a nominating committee to elect officers for that organization.

Q. Then, you had somewhat of an election there and so forth?

A. That is right.

Mr. Tyler: If the Examiner please, I suggest that the minutes themselves are the best evidence of the meet-

ing, and the witness ought to be allowed to refresh her recollection from that, rather than be cross-examined on her memory of those minutes.

Trial Examiner Batten: Mr. Tyler, I see no objection [fol. 358] to Mr. Leary questioning the witness as to what she recalls. It is quite apparent he is examining her from the minutes, and if it is the purpose of counsel, of course, to examine with respect to a large number of meetings, when the minutes are here, I would suggest that the minutes be put in.

Now, I have no objection, Mr. Leary, to your proceeding to examine the witness with respect to her recollection. Of course, this is a matter that occurred back in 1937.

Mr. Tyler: Mr. Examiner, I suggest if the object is to bring out what happened at that meeting, that it is proper that the witness be allowed to refresh her recollection from the minutes, but if the object is to test her memory, that is purely and solely cross-examination, which is not proper at this time unless she had a chance to tell her story in chief, and I ask that she be allowed to refresh her recollection from the minutes.

Trial Examiner Batten: Well, of course, I see no objection [fol. 359] to this witness, or any other witness in line with your suggestion, Mr. Tyler, using a memorandum that she may have prepared or a record for the purpose of refreshing her recollection.

Now, in this instance, I see no need of it. She was there at the meeting, she was chairwoman of the meeting, and can tell us what she recalls. If there is any variance, I don't presume it would indicate that this witness is lying about it by any means. It is something that happened a couple or three years ago.

By Mr. Leary:

Q. Do you know whether any stenographer was present at this April 27 meeting?

A. Yes, there was.

Q. Who was it?

A. I don't remember. I don't think her initials are on that. As I recall it, I don't remember now who took those minutes.

Q. Who arranged to have a stenographer present at the April 27 meeting?

A. I don't know whether I did or not. I may have. In all probability, I did.

Q. And who did you see in order to have a stenographer there? A. Who did I see?

Q. Yes.

[fol. 360] A. Well, I would have seen the stenographer, but I don't—I have tried a dozen times to remember who that was, and haven't remembered.

Q. You have no idea at all? A. No, I haven't.

Q. Your memory is a complete blank on this matter of the stenographer and how she was obtained and who she was and so forth?

Mr. Tyler: Well, I object to that as repetition and argument with his witness. She said she doesn't remember. I object to the method of cross-examination and brow-beating of this witness.

Trial Examiner Batten: Now, Mr. Tyler, there is no brow-beating or even indication of it thus far, not even a semblance of it thus far. I think Mr. Leary has been very gentlemanly, and that is what I expect all counsel to be in this hearing. Now, I am here for some purpose and if it got to the point in this hearing where anybody attempts to brow-beat a witness, I will see that they are amply protected.

Mr. Tyler: I submit that repeating the question with emphasis after she once answered it amounts to improper cross-examination, and is not proper at this time.

Trial Examiner Batten: You may answer.

[fol. 362] By Mr. Leary:

Q. Did anybody make any formal application for membership in your organization at that meeting?

A. Yes, Mr. Leary. At that—do you want me to tell about that?

Q. Yes, you may proceed.

A. We have passed out some cards there, of which I [fol. 363] gave you a copy at noontime.

By Mr. Leary:

Q. I show you what has been marked as Board's Exhibit 3 and ask if that is a card similar to those that were passed out to the persons present at the April 27 meeting?

A. Yes, sir.

Q. About how many of those cards were passed out at [fol. 364] that meeting?

A. I believe that there were—I would probably say there were approximately 1300 or a few under, or a few less, a few under or a few over. I don't recall exactly.

Q. And the name of the organization hadn't been selected until the meeting itself started; isn't that right?

A. It was voted on at that meeting.

Mr. Leary: Board offers its Exhibit 3 in evidence.

(The document heretofore marked as "Board's Exhibit No. 3" was received in evidence.)

By Mr. Leary:

Q. Isn't it true, Miss Witness, that this card, Board's [fol. 365] Exhibit 3, is mimeographed?

A. Yes, sir.

Q. Were all the cards mimeographed?

A. They were all like that, Mr. Leary.

Q. Who mimeographed them?

A. I don't remember now. I asked one of the boys if he would do that one evening, and he said he would and did.

Q. You asked one of the boys where?

A. One of the boys in the department, in the circular department.

Q. Of the company, you mean?

A. That is right. I don't remember which one it was right now.

Q. They have their own mimeograph machines and so forth there?



A. Yes, sir, and he prepared them for us after work one evening.

Q. Who was that boy?

A. I don't know. There are two or three boys in that department, and I don't remember which one it was.

Q. What are the names of the three boys in there, or were in there at that time?

A. I think I would have to go back to the record. I don't recall who they are now.

Q. Haven't you any idea of anybody who ever worked in there?

[fol. 366] A. Yes, I have, but to give you the ones that—I can probably find out for you by tomorrow, but the ones that are there now were not there then.

Q. How do you know he did it after work?

A. I asked him to do it after work, and I am sure that he did. I don't think he would—I know I wouldn't take that much of the company's time to do something like that.

Q. Is it your testimony you can recall definitely you asked him to do it after work?

A. I know I did.

Q. But you can not remember his name?

A. No; but I will be very glad to find out for you.

Q. Where were you when you were talking to this boy?

A. I don't recall.

Q. Whose cards did he use to do the mimeographing?

A. Some that we bought.

Q. Who bought?

A. The employees. I think I bought those cards myself.

Q. Where did you buy them?

A. Well, I don't remember, but I think I can look around my desk and find out. I may have gotten them from a man by the name of Westerholdt, but I will check on that and let you know.

Q. Who is this Westerholdt?

A. He is a young man I know who does printing part time.

[fol. 367] Q. Did you get any receipts from Mr. Westerholdt?

A. I don't know whether I did or not, but I think I may have some notation of it.

Q. How much did you take?

A. I don't remember.

Q. Did the union ever pay you back?

A. I don't recall about that either.

Q. Did you ever ask the union to reimburse you?

A. I have spent, at different times, some odd amounts that I never have asked for. Sometimes I have for things that were expense, and sometimes I have not. They pay me a salary each month, and sometimes I would buy little things that we might need.

Q. This all happened before the union was formed, did it not?

A. Yes, you are right. By knowing of the possibility that we might form a union, I provided some cards to use.

Q. How did you know the employees were going to form this union at the time you had these cards printed?

A. Previous to this time, Mr. Leary, the Wagner Act, on the 12th of April—there were big headlines at that time that the Wagner Act was declared valid, and on the 12th of April there was an announcement in the paper that Sylvia Hull had been chosen to go to the convention to represent us. That was what put the idea into our heads to organize some kind of a union. We know by that time [fol. 368] that we could do that. That accounts, approximately, for the date of the meeting, Sylvia's announcing she was going to represent us, and we thought it was high time we did something to represent ourselves.

Q. What do you mean by "we"?

A. The employees.

Q. Where was it you got the idea, after reading Sylvia Hull's announcement in the newspaper, that you could form a union?

A. I just stated there was practically an inch and a half or two-inch headlines in the Kansas City Star on the 12th of April that the Wagner Act had been declared valid. I don't remember whether Mr. Tyler told us we could form

an employees' union or whether we called him and asked him about the details. We have had some discussion about it at times. But we knew by that time we could form an employees' [under] under the Wagner Act if we wanted to.

Q. Didn't you know you could form a union before April 12?

A. No, sir.

Q. Did you think a labor organization was illegal before then?

A. We didn't give any thought to forming a union of any kind before that. We did previously try to get an injunction in the court, and that was primarily what we went to see Mr. Tyler about in March. We went down to see Mr. Gossett, and talked to Mr. Tyler.

[fol. 369] Q. What other materials have either of those boys duplicated for you [expect] the original application for membership cards?

A. I don't recall that those two have done any. I don't recall that they have.

Q. Did they mimeograph the copies of your bylaws?

A. Those are not mimeographed, are they, Mr. Leary?

Q. Did they mimeograph the copies of your agreement?

A. I think I ran those you have off on the ditto machine myself. I think they are dittoed.

Q. You are referring to the bylaws?

A. Yes.

Q. Where did you run them off on the ditto?

A. On a ditto machine down at the office. I would like [fol. 370] to state that whenever I done anything like that I always done it on my own time.

Q. Did you always pay the company for using their equipment?

A. No, sir.

Q. Did the company ever reprimand you for using their equipment?

A. I don't know that they ever knew I did it.

Q. Did they ever reprimand you for using their equipment? A. No, sir.

Q. Was anything ever said to you about using their mimeograph equipment?

A. No, Mr. Leary; I don't think I ever asked them. I have, lots of times, run things off on the ditto machine, and I don't think I ever gave it any thought.

Q. Who prepared the dittos for you?

A. Our secretary.

Q. Who was that, Majorie Green?

A. Majorie Green.

Q. Did she prepare them in the company's office?

A. No. We pay our secretary and our treasurer a nominal amount to take care of things we have to have done either at their noontime or after work, any time they see fit to do it.

Q. You, then, yourself did the actual ditto work, but the ditto was prepared by Miss Green?

A. Yes.

[fol. 371] Q. Does your union maintain any office?

A. No, sir.

Q. Do you own any typewriter?

A. No.

Q. Do you own any office supplies?

A. We own the paper and things we need to work with of that type.

Q. Majorie Green carries on all of her secretarial work in the offices of the company?

A. I don't think she does, all of it, no. She may have used that typewriter at times, but I know lots of times she has taken work home for me at night.

[fol. 372] Q. Who prepared the form for this application card which has been identified as Board's exhibit No. 3?

A. That time we had had numerous discussions with Mr.

Tyler. I don't know whether that was a discussion of the three of us that had been talking with him—it came out of some of those conferences with Mr. Gossett and Mr. Tyler.

\* \* \* \* \*

[fol. 377]° By Mr. Leary:

Q. Who was it that actually wrote these bylaws?

A. I believe Mr. Tyler did.

Q. Did you suggest any idea yourself as to the bylaws?

A. I am inclined to think that— I know Mr. Tyler wrote them, or at least he said he wrote them, that is all I



know, and they were discussed in a very slight measure. I don't remember, Mr. Leary, that there was any detailed discussion of the bylaws. They were to be presented and were presented at that first meeting, and I think you will find in the minutes there that there was some discussion that if anybody desired to make any changes in them, to request the changes and we could make them later if necessary.

Q. There never were any changes made, though, were there?

A. I don't think there have been, no.

[fol. 378] Q. Did you suggest any portions of these bylaws?

A. I didn't write those bylaws, Mr. Tyler wrote them.

Q. Did you suggest any part of them, or is Mr. Tyler responsible for all of them?

A. I don't recall that I made any worthwhile suggestions as to the bylaws. I am not familiar with organizing the meeting, and I don't recall making any suggestions as to those bylaws.

[fol. 379] Q. Do you know whether Hobart Atherton or Mrs. Ormsby made any suggestions as to them?

A. No, I don't know.

[fol. 381] By Trial Examiner Batten:

Q. Miss Todd, did you three you have mentioned have a meeting with Mr. Tyler?

A. We had several meetings with him.

Q. When did you have the first meeting with Mr. Tyler?

A. We went to see Mr. Gossett on the 27th of March—around the last part of March, Mr. Tyler tells me it was the 27th of March.

Q. Was it the day of the meeting?

A. No. The 27th of April was the day of the meeting.

Q. What occurred at the first meeting?

A. There had been this disturbance at 18th and Grand—

Q. (Interrupting) Don't tell me anything except what you said and what Mr. Tyler said in this meeting.

[fol. 382] A. We went to see about an injunction at that time.

Q. At the first meeting was anything said about a union?

A. There never was a meeting of employees where Mr. Tyler attended until the 27th of April.

Q. At this meeting at the law office was anything said about a union?

A. Not at that time.

Q. When was the next meeting at the lawyer's office?

A. I don't remember the date.

Q. How long afterwards? Was it the next day, or a few days later?

A. Probably two or three days later.

Q. Were the same three people in attendance at that meeting?

A. That is right.

[fol. 383] Q. Did you have a third meeting up in the lawyer's office?

A. Yes. We have had more than that.

Q. What was said at the third meeting?

A. We were discussing by that time that a Federal injunction was what we needed instead of a state injunction, something of that type.

Q. Was anything said at this third meeting about the Donnelly Garment Workers' Union?

A. There was never anything said at any of these meetings about a union until after April 12.

Q. Do you remember how many meetings you had with the attorneys after April 12 about this matter?

A. I don't remember just the number.

Q. Did you have more than one?

A. Yes. We had several telephone conversations, and we had—

Q. (Interrupting) Tell me about the first meeting after April 12.

A. I can't tell you just in detail about that.

Q. Well, tell me in general.

A. I think the first meeting—Mr. Tyler called some time after April 12 and said—

Q. Called who?

A. Me.

[fol. 384] Q. And what was said?

A. That he had seen in the paper that the Wagner Act had been declared valid, and he had rather been inclined to think it wasn't a legal act. I don't know that I am using the right term, but that was the idea. And I don't re-

member that there was any particular meeting or any particular conversation until after this notice in the paper on the 22d or 23d of April.

Q. What did he say at that time?

A. On the 22d or 23d of April one of our employee's picture was in the paper, with some other girls, saying she had been elected—

Q. (Interrupting) Just a minute. I am not concerned with what prompted anything. Tell me what Mr. Tyler told you and what you told him on the telephone.

A. He called and said there might be the possibility that there was something else we could do besides the injunction, that we might form an employees' union. I don't remember the remark I made; I no doubt said it was worth considering, or something of that sort.

Q. What was done?

A. Nothing was done until after the 23d of April, and then we called him and told him we had better be finding out what we could do about organizing.

Q. Up to the 23d of April you had not discussed in Mr. [fol. 385] Tyler's office anything about the Donnelly Garment Workers' Union?

A. I doubt that very seriously.

Q. I am asking you if you did.

A. No. We had no discussion with him until after the 23d.

Q. What do you mean, after the 23d? The next day after the 23d or—

A. In all probability it would have been the 23d.

Q. Who went with you to Mr. Tyler's office on that occasion?

A. I think, Hobart Atherton, Sally Ormsby, and I. I don't remember whether one other person went or not.

Q. Tell me just what was done at that meeting.

A. We told Mr. Tyler we knew we needed not to do something to represent ourselves, that we had had other representation claimed to be elected by our people and sent to the convention as representatives of the Donnelly Garment Company. He gave us as much as he knew—he said he didn't know anything about organizing labor organizations but he would look into it very thoroughly,

and do so as soon as possible, and give us whatever information he could.

Q. How long were you there on this occasion?

A. I think we were there quite awhile at that time, a half hour or 40 minutes or so.

Q. When was the next time you had a conference with Mr. Tyler?

A. I don't know, Mr. Batten, because that is just—four or five days had elapsed in there until we had this [fol. 386] meeting. There was considerable telephoning back and forth.

Q. Did you have any other meeting with him in his office, you and your committee?

A. It seems to me we went down there two or three times in regard to that, but as to any definite time, I can't give that, but I know we had quite some conversation with him about it.

Q. In his office?

A. Part of it was in his office.

Q. Tell me about the next meeting; when you went to his office what occurred?

A. I don't recall anything more definite other than his telling us he had read the law and we had the right, under the law, to organize a labor union, giving us some instruction. We discussed how we might do it, or if we should do it, and he wasn't concerned with that other than to tell us we had the right to do it.

Q. How long before the meeting of April 28 was it that you went over these by-laws?

A. I think the day before it was that we talked to Mr. Tyler about it.

Q. The day before you talked about the by-laws?

A. I believe it was the day before.

Q. That was your committee that went up there?

A. That is right.

Q. How long were you there at that time?

[fol. 387] A. I would judge, half an hour or so.

Q. Did Mr. Tyler have the by-laws all prepared when you got there?

A. Mr. Batten, I don't believe those by-laws were written out in complete form. I really don't remember.

Q. In other words, as you remember, at the last meeting you had with Mr. Tyler before April 28, when you

organized, you had never seen a completed copy of the by-laws?

A. I don't recall whether the copy Mr. Tyler brought down to the meeting—whether he had it ready at that meeting or not, but they were discussed quite generally at the meeting on the 27th of April, in quite some detail.

Q. In Mr. Tyler's office?

A. No.

Q. Prior to your meeting of April 27 you had never gone over these by-laws, clause by clause, with Mr. Tyler, or other members of the committee?

A. Not in great detail.

Q. You didn't sit down and—

A. (Interrupting) We did, to some extent.

Q. Did you sit down and take paragraph 1 and discuss it and [why] should be in it?

A. No, sir, because I didn't feel I was capable of writing by-laws, and I don't believe either of the other people did at that meeting.

. . . . .

[fol. 394] Q. Tell us the departments. Are there, for instance, five or six general departments and the subdivisions of those?

A. Would it be clear to you if I told you the departments on each floor?

Q. Yes.

A. The tenth floor is the office. The ninth floor is the designing department and the sample room where our salesmen's samples are sent. There is also up there what is called a binding department where binding is prepared for the factories. The eighth floor is the sewing room, composed of five sections, I believe it is, and the mechanical department emanates from there.

Q. You mean by that the department that does the repair work?

A. That is right. The seventh floor covers the sewing department and our infirmary, if you want to call it that. It is where our nurses and hospital equipment are located.

The sixth floor is also a sewing department. The fifth floor is the cutting and dividing department. The fourth floor is the pressing and shipping department. The third



floor is the notions department, receiving department and the cafeteria. The second floor is a sewing room. The first floor, there is an employment office there, and the auditorium, and the entrance to the building.

Q. You have someone in charge of the office department [fol. 395] ment? There is an office manager, is there?

A. I believe that is what Mr. Bachafor is. I am not sure that is his official title.

Q. As far as you know he apparently had charge of the office part of it? A. Yes.

Q. You have someone who has charge of the mechanical department, do you know?

A. I assume Mr. Batty has charge of that.

Q. I don't want you to assume, Miss Todd.

A. I don't know.

Trial Examiner Batten: Mr. Ingraham, do they have an organizational chart, do you know?

Mr. Ingraham: I don't think so.

Trial Examiner Batten: Most plants have a chart that shows the departments, and so forth.

Mr. Ingraham: I don't know of any chart like that, but I could get you the heads of the departments.

Trial Examiner Batten: Will you get that for me, please, so that we will have it in the record, so that anyone reviewing the record will know what we are talking about.

Mr. Ingraham: Yes.

By Mr. Leary:

Q. On what floor did you say your desk is?

A. The second floor.

Q. And the notions are on the fourth floor?

[fol. 396] A. Third floor.

Q. Did your office ever be on the ninth floor?

A. I never have had an office. I had a desk for a while. This desk I have now has been around different places where it was convenient to put it. I had it on the ninth floor for awhile.

Q. When was that?

A. I believe that was sometime in 1937, possibly for a few weeks, as I remember, Mr. Leary.

Q. Did you conduct any union business at that desk?

A. No, sir. I never do conduct any union business at my desk unless there is some work I am doing at noon-time.

Q. How long is your noon hour?

A. How long is my noon hour?

Q. Yes. 30 minutes or—

A. No. An hour.

Q. How long do you take for lunch?

A. Sometimes from 11 to 12, sometimes from 12 to 1. I don't take the same time every day. It depends on when I am busy.

Q. Did you have to punch a time clock? A. No, sir.

Q. Did the other employees at the plant have to punch a time clock?

A. Some do and some do not.

Q. Which are those who do and which do not?

[fol. 397] A. I don't know, Mr. Leary, I know the pieceworkers do, and when I was a pieceworker I did. Since I haven't been doing piecework I haven't punched a time clock.

Q. Salaried employees do not punch a time clock, is that it?

A. I don't know about that. I am inclined to think some of them do, but I am not positive.

Q. Isn't it true, Miss Todd, that you are available at your desk to conduct union business from 11 to 12:45 daily? A. No, sir.

Q. Have you ever been during those hours?

A. I don't recall that I have ever spent that much time in the middle of the day.

Q. Do you remember ever announcing to the employees that you would be available during those hours?

A. No, sir.

[fol. 400] Q. And do you remember what your duties were on April 23, 1937?

A. I believe that I was helping in the model department at that time on the ninth floor. Did you say April 23rd?

Q. Yes, 1937.

A. I am not positive about that, whether I was doing that or whether I was doing what I am doing now, the exact date of it.

Q. This was just before the April 27th meeting, if you can use that to establish the time.

A. To be definite about that, Mr. Leary, I would have to think about it a little bit. I have helped around various departments where they needed assistance or where I could be of help, and I would have to think about it a little bit.

Q. At that time did you have anything to do with the personnel?

A. I never have had anything to do with personnel.

Q. Do you remember the incident on April 23, 1937, regarding Fern Sigler?

A. Yes, sir, I remember some of it. I wasn't—I think I came to work about 8 o'clock that morning. I might have been there a few minutes before.

Q. On what floor did you see the incident take place?  
[fol. 401] A. I didn't see any of that.

Q. You didn't see any of that?

A. I didn't see the incident itself.

Q. But you heard about it, did you not? A. Yes.

Q. And you knew that practically the whole plant had engaged in the incident? A. No, I think not.

Q. How many girls did you find out had engaged in it?

A. I think all that I ever heard about was probably ten to twenty girls on the floor where she was working.

Q. What floor was that? A. The sixth floor.

Q. Did you talk to Fern Sigler at all that day?

A. Yes, sir.

Q. Did you make any effort to protect Fern Sigler that day from violence?

A. There was no need at that time, that I saw her, to do anything, Mr. Leary, of any kind.

Q. Well, do you mean that the violence was all over?

A. I didn't know there was ever any violence.

Q. At what time during the day did you talk with her?

A. As near as I can remember, it was about 10:30 or 11 o'clock. I expect 10:30 is nearer the time.

Q. Where were you when you talked to her?

[fol. 402] A. At her machine on the sixth floor. I went down with Mr. Baty and he asked her to come up to the seventh floor.

Q. You went down with Mr. Baty, you say?

A. Yes, sir.

Q. How did you happen to be with Mr. Baty at this time?

A. The girls had been talking to me about her, and in the early morning there shortly around the time I came in to work, and so when I knew Mr. Baty was in the building, I asked him if he would go downstairs and see what was going on or if there was anything needed to be done.

Q. Now, what girls had talked to you before 8 o'clock?

A. I haven't any idea.

Q. Or before the time you talked to Mr. Baty?

A. I haven't any idea, Mr. Leary, because at that time, so many people are coming and going and the time clock is right there inside the door on seven.

Q. What was the substance of the information these girls gave you?

A. I think that would be very difficult to remember. Of course, the thing they were incensed about was that she had an I. L. G. W. U. pin on and they were rather upset about it.

Q. How many girls talked to you about it?

A. I haven't any idea; any number. I would probably be safe—that hour of the morning there are at least two or three hundred people coming through there on the [fol. 403] various floors. I don't even remember what floor I was on; just as I went to work coming up on the elevator. I don't remember just where I stopped.

Q. Well, had this incident occurred at the time they talked to you, or did it occur afterwards?

A. I can't give you the details of that. I don't remember.

Q. You knew that the girls were going down to her floor, didn't you?

A. Going down to her floor?

Q. Yes.

A. No, I didn't know that.

Q. Well, at what time did you decide to talk to Mr. Baty?

A. I don't remember that. It was later in the morning.

Q. Well, in the sequence of the events that happened that morning, when did you decide to talk to Mr. Batty?

A. I don't remember, Mr. Leary.

Q. Haven't you any idea at all?

A. Well, I stated a while ago that when we talked to her, and when Mr. Batty talked to her, and I was present at that conversation, as near as I can remember, it was around 10:30 in the morning and I had only talked to him just a few minutes before that, so to get it down to a time, it must have been between 10 and 10:30.

[fol. 404] Q. It was after, then, the so-called incident had taken place that you talked to her with Mr. Batty, is that correct? A. That is right.

Q. Why was it you talked to Mr. Batty in the first place?

A. I really haven't any definite reason for having talked to Mr. Batty about it. With that many girls around [distributed] about a thing of that kind—a number of them had asked me, "What are we going to do about it," and the only comment I had to make about a thing like that is, "What is there to do about it? If she wants to wear a pin, let her wear it. That is her own business."

Q. Was that your attitude, also?

A. It is still my attitude, Mr. Leary. It doesn't make any difference about who belongs to what organization, or when. That is everybody's privilege.

Q. Why is it that your union asked for a closed shop from the company?

A. Well, I think the law gives us that right if we think it is the best thing for our organization. I understand the law does give us that right, according to the information we have received from our legal counsel, and I think we have a perfect right to expect the people employed at the Donnelly Garment Company should belong to our union, and we asked the company to agree to that, and they did.

Q. But you still believe they should be permitted to [fol. 405] belong to any union they desire?

A. I never question anybody about what organization—we just expect them to belong to ours, and if they belong to others, that is their business.

Q. What was your purpose, then, in talking to Mr. Batty?



A. Well, Mr. Leary, with that many girls disturbed and talking to first one and then another about it—the only purpose I had at all was to let everybody stay at work and be peaceful and happy about it.

Q. Was that any concern of yours at that time?

A. No personal concern. I think anyone in an organization of that size, connected with the plant in any way, would like to see things run on as smooth as possible. It is no responsibility or no personal concern other than I would be interested in things that were going on.

Q. In what capacity did you talk to Mr. Batty?

A. No capacity—just as an employee.

Q. You were the president of the Loyalty League, were you not?

A. That would have no bearing on it. I wasn't thinking of the Loyalty League.

Trial Examiner Batten: The question is, were you president of it?

A. Yes, sir.

By Mr. Leary:

Q. Where did you first meet Mr. Batty that morning.

[fol. 406] A. I haven't any idea. I don't even know where I was when I called him. I might have been in one of the sections. I don't know.

Q. Did you talk to him personally or call him over the phone? A. I don't remember.

Q. What did you say to him?

A. I don't remember that either.

Q. You had no idea at all what the substance of your conversation was?

A. Not the faintest. I imagine I would have called him on the phone probably, or have asked the operator to locate him so I could talk to him.

[fol. 409] By Mr. Leary:

Q. Did you hear any of his conversation with Miss Sigler? A. Some of it.

Q. You stood right at the machine, did you not?

A. Close by.

Q. Was the incident over by the time you and Mr. Batty arrived at her machine?

A. There was no incident at that time.

Q. Had the power been turned back on and were the other girls working?

A. Everybody was working.

. . . . .

[fol. 410] By Mr. Leary:

Q. Why was it you went upstairs?

A. I don't know, Mr. Leary. We do things sometimes for no particular reason. I don't know why I went.

Q. Was it any part of your business when Mr. Batty asked Miss Sigler to come to his office?

A. Probably none of my business other than just an interest in people, as you can't help but have and you couldn't help but have if you had worked around that plant as many years as I have, and I have always been interested in people.

Q. Did Mr. Batty ask you to go, did you ask to go yourself, or did Fern Sigler ask to have you go?

A. I don't know.

[fol. 411] Q. You don't know how you happened to go?

A. No. I didn't give any thought to it.

Q. Did Mr. Batty send you back to your own work?

A. I don't remember being sent back to my work. I usually try to take care of my work as I should. I don't remember anybody says, "It is time to get back to work." I don't think I would need to be told that.

Q. How many persons went to Mr. Batty's office?

A. Fern Sigler, Mr. Batty, and I went. I don't remember whether Mrs. Hyde was there or not. I rather think she was, but I am not positive.

Trial Examiner Batten: Who was that?

A. Ella Mae Hyde.

By Mr. Leary:

Q. Was any other person present in the room?

A. There was a stenographer there.

Q. Who was that?

A. I don't remember who that was, Mr. Leary.

Q. What did the stenographer do?

A. She was taking notes.

[fol. 412] Q. Under whose instructions did they take notes of that conversation?

A. I have no idea.

Q. Was she in the office when you arrived with Mr. Baty and Miss Sigler?

A. I don't remember.

Q. Did you hear Mr. Baty call her to the office?

A. No, I didn't. I don't know who called her to the office, Mr. Leary, or when.

Q. Well, do you know, Miss Todd, whether or not it is a usual thing at the plant to have a stenographer present when the production manager and the employment manager are talking to the employees?

A. No, I don't. I haven't any occasion to talk with the production manager and the employment manager when they are talking to the employees. I couldn't say.

Q. You never had occasion before, did you?

A. I never had occasion before?

Q. You never had occasion to be present when a production manager and the employment manager, or either of them, were talking to an employee before; is that your testimony?

A. State your question again. I don't think I understood it.

Mr. Leary: Please read the question, Mr. Reporter.

(Whereupon, the question was read by the reporter.)

[fol. 413] A. When the production manager or the employment manager, or either of them talked to employees before? Yes, I have.

By Mr. Leary:

Q. On what occasions?

A. Oh, I don't know, Mr. Leary, that I could mention a definite occasion.

Q. Well, in what capacity would you be in their office when they were talking to an employee prior to April 23, 1937?

A. I might have gone in to ask for some information myself.

Q. You might have been incidentally passing through the office? A. Yes, sir.

Q. But I mean in this situation on April 23rd, you were definitely there, not incidentally there; isn't that correct?

A. I don't know whether you would call that incidentally or definitely or not. I don't—I think that would be difficult to define. It was something that happened on the spur of the moment.

Q. Didn't you do most of the talking at the April 23rd conference in Mr. Baty's office?

A. It was in Mr. Baty's office, and as I remember, I did have very little to say. I did very little of the talking.

Q. Where was it held then?

A. In the nurses' office on the seventh floor, I believe.

Q. Who was the—

A. (Interrupting)—You are speaking of the conversation [fol. 414] with Fern Sigler now?

Q. Yes.

A. I think I remember that was in the nurses' office.

Q. Who was it that suggested you go to the nurses' office?

A. I don't know. I didn't have anything to do with that part of it at all. I think Mr. Baty can probably answer that.

Q. Do you remember what, if anything, you said at that conversation?

A. No, I don't believe that I remember that conversation, Mr. Leary, to be clear enough to give it to you.

[fol. 425] By Mr. Leary:

Q. Miss Witness, I hand you what has been marked for identification Board's Exhibit No. 5 and ask you to read the document and state whether or not that is a transcript of the events that happened at that conversation about which you are testifying now.

A. You want me to read this first page or the whole thing?

Q. All of it.

A. I can tell you now, Mr. Leary, I know I have never seen this before. After I see it now I can't swear that it is, because I have never seen it before.

(Thereupon the document above referred to was marked "Board's Exhibit No. 5.")

Trial Examiner Batten: If you will, just read it, Miss Todd, and then tell us if that is what occurred at that meeting.

A. All right.

(Witness reads document identified as Board's exhibit No. 5.)

[fol. 426] Mr. Ingraham: Mr. Examiner, if I can look at this just a second, I think I can admit it is a transcript or copy.

Trial Examiner Batten: You may look at it.

Mr. Shepard: We will admit this is a copy.

Trial Examiner Batten: Respondent admits that, then, is a copy?

Mr. Ingraham: That is correct.

[fol. 428] Q. Well, did you know on April 22d that Fern Sigler was in the union?

A. Mr. Leary, I am not clear on the date of that.

[fol. 429] Q. Well, that would be the day before this meeting. A. In the evening; possibly that night.

Q. April 22d?

A. It was either the 22d or the 23d. I don't know which it was. Whatever date that you say will have to stand, because I couldn't remember the date. It was the first that I knew anything about Sylvia Hull. I didn't know anything about Fern Sigler until this morning. So, what,—in that conversation there, I don't think I was referring to Fern at the time. It was just a general discussion of different people, about their feeling toward people that



belonged to the International Union. As you will remember, that feeling was created by the disturbance that was going on around town, and particularly up at 26th and Grand.

Mr. Leary: I move, Mr. Examiner, that be stricken as not responsive.

Trial Examiner Batten: Do you want the entire answer stricken?

[fol. 430] Mr. Leary: Let the whole answer be stricken.

Trial Examiner Batten: The entire answer may be stricken, and read the question, please, Mr. Reporter.

Q. Now, is it not true that you appeared at that meeting as president of the Loyalty League?

A. No, sir.

Q. Do you remember saying at the meeting, "As President of the Loyalty League, I am not going to try to sell you on the idea that we are right, but the majority will certainly rule in a case like this."?

A. I did say that, I guess. That is what this transcript says, Mr. Leary.

Q. Were you then appearing there as President of the [fol. 431] Loyalty League?

A. I should say not. No, I was not. You may make statements and include conversations of that kind without giving any serious thought to it. This was a thing that came up very quickly and I certainly wasn't giving any definite and serious thought to the words that I chose to use.

Q. By what authority did you tell Fern Sigler that "If you want to go home, all right."?

A. No authority whatsoever, very definitely saying something I had nothing—shouldn't have had anything to do with.

[fol. 432] Q. Why was it you told Fern Sigler that you had worked in more different places at the plant—more different ones—than anyone else? What was your point in that?

A. I think this conversation here is explanatory. Do you object to my reading it?

Q. I do object, yes. A. I don't know why I did.

Trial Examiner Batten: I didn't hear your statement, Mr. Leary.

Mr. Leary: I said I do object to her reading it. I asked her why she made the statement.

Trial Examiner Batten: I don't know that it is particularly material, anyway, why she made it. The Board and the Examiner, and the parties, can take these statements and read them, and at this late date, two years later, I don't know that the witness' reason would be of any particular weight or value.

A. From the conversation, I suppose I was just trying to say in a rather lengthy way here any place you were you [fol. 433] expect the majority feeling to rule. That is what I would expect.

By Mr. Leary:

Q. Why did you think at that time that if you joined the union you could not any more get by with it than "the man in the moon"?

A. That is a very crude way of expressing a thing like that. I felt that way because there had been so much resentment over the manner in which the I. L. G. W. U. had been conducting their organization at Twenty-sixth and Grand, and all of those things had a tendency to make you form opinions of what you wanted to do and what you didn't want to do, and I very definitely didn't want to be treated like that, and it was already very obvious that a great many of the employees of the Dongelly Garment Company did not want to be treated that way. That conversation was very high. That is what I meant. I

just meant to say I would either have to keep rather quiet about it or I would have to let my feeling be known with the majority.

Q. You knew if you joined you would be fired, isn't that correct? That is the way you felt?

A. No, sir. That never occurred to me.

Q. Didn't you state you would expect to be put out on the street and left there?

A. Yes, this article says that, Mr. Leary. I think, on the impulse of the moment you would say things and express them in a poor manner. There certainly wouldn't be [fol. 434] any thought in my mind that I would literally be thrown out on the street.

Q. You knew at the time the employees of the Donnelly Garment Company could not discharge each other, didn't you?

A. I didn't have any reference to being discharged. I didn't seriously have any reference to being thrown out on the street. I am sure we all make remarks in a conversation that if we knew it was going to come up and be used at a time like this we would use a little more discretion about the words we choose.

Q. Who was it that told you that Miss Sigler had told everyone she belonged to the union?

A. What time are you referring to, please? I don't know. Nobody definitely. I guess I should answer your question in that way. I don't know who told me. It was the first thing, I think, I heard when I came on the floor.

Q. When you stated, "we went downstairs and sent those girls back to work, and they went back to work," who did you mean by the word "we"?

A. That is a very bad use of the word "we". I didn't go down and send anybody back to work. I went down, I believe, with a group of girls. If I went through the plant any place at that time and people weren't working I would just say, "get back to work, get back to work."

Q. You would say, then you went down with a group of girls?

[fol. 435] A. I haven't the slightest idea. When I came on the floor I heard about some of this disturbance. I

don't know what floor I got off on. I couldn't honestly tell you or anybody else.

I am sure there isn't anybody working in that plant and seeing people not at work and more or less disturbed who wouldn't say, "Let's get back to work."

Q. Didn't you mean you and Mr. Batty when you used the word "we"?

A. Mr. Leary, I think I told you earlier in the morning I don't recall talking to Mr. Batty until around 10 or 10:30 in the morning. I don't know whether he was in the building or not.

[fol. 440] Q. Did the committee representatives have any preliminary meetings to discuss what they would ask the company?

A. A great many.

Q. When was the first one held?

A. I don't remember the date.

Q. Did the Donnelly Workers' Union at any time request the company to recognize them as the exclusive bargaining agent of the employees of the company?

A. Yes, sir.

Q. Did you say there was a letter sent?

A. I don't remember that there was a letter sent. It was a verbal conversation.

Q. Who made the verbal request for recognition?

A. I talked to Mrs. Reed, I believe it was the following day after our union was formed.

Q. On April 28, 1937, you talked to Mrs. Reed?

A. Yes, sir.

Q. Where? A. In her office.

Q. What did you say to her?

A. Explained to her our union had been formed the previous night, calling it the Donnelly Garment Workers' Union, and also that we would like to reach some agreement with the company, the Donnelly Garment Workers' Union being the representative agency to bargain with them, and [fol. 441] that is what led to this article of agreement.

Q. What, if anything, did Mrs. Reed say to you in reply?

A. I don't remember just the words she used. In sections, she said that if it were properly prepared she would consider it.

Q. Did she say at that time that she would recognize the union as the exclusive bargaining agent of the employees of the company? A. No, sir.

Q. Did she ever tell you she would recognize the union as the exclusive bargaining agent?

A. The words of this agreement, Mr. Leary, this supplemental agreement I believe will answer the question. It has her signature on it.

Q. That was the only occasion you remember when she did say she would recognize the union?

A. We have had various meetings with Mrs. Reed. I can't tell you just the conversation at those meetings, but when these agreements were signed, they are worded so that she has agreed to that matter.

Trial Examiner Batten: May I see that?

The Witness: Yes. (Handing agreement to Trial Examiner Batten.)

By Mr. Leary:

Q. Did Mrs. Reed ever request you to prove that you represented a majority of the employees?

[foi.442] A. I believe we did that in the first conversation I had with Mrs. Reed, because previously the cards that had been signed had been counted, showing a majority.

Q. Who counted them? A. I did.

Q. And as a result of that count what did you determine?

A. There is an affidavit of mine some place, and as I remember it, it is 1,303 people signed either that day or the following day, within a short period of time, and it wasn't an entire representation of the employees because



some of them were ill and some of them away on account of no work, and some out of town.

. . . . .

[fol. 444] Q. Where were the cards when you talked to Mrs. Reed on April 28? A. I had them with me.

Q. Did she count the cards?

A. I don't recall whether she did or not. I know she didn't do it. I don't know whether she had someone do it or not.

Q. She took your word for it, didn't she?

A. Mrs. Reed wouldn't take anybody's word for anything without proof of it. The cards were all together in a box there, Mr. Leary.

Q. What is your definite testimony, if you are able to be definite, as to the proof you showed at that time and what was done? Are you able to relate all of the circumstances?

A. Oh, presenting these cards to her and telling her that they had been signed by employees of the Donnelly Garment Company and the Donnelly Garment Sales Company, requesting membership in the Donnelly Garment Workers' Union.

Q. Did you at that time have any fear for the various employees if you disclosed their names to Mrs. Reed?

A. What do you mean?

Q. Did you have any fear if Mrs. Reed knew the names of the employees in the Donnelly Garment Workers' Union they would be discharged?

A. She had every opportunity to know.

Q. How?

[fol. 445] A. I have no fear—

Q. (Interrupting) How did she have an opportunity to know?

A. Because the cards were there.

Q. Did you have any fear that because she knew who the members of your union were she might discriminate against those persons in any way?

A. I wouldn't have any fear of Mrs. Reed not knowing what union anybody belonged to. That is everybody's privilege, to belong to any union they care to.

Mr. Leary: I move to strike the last part of that, Mr. Examiner.

Trial Examiner Batten: It may be stricken.

[fol. 446] By Mr. Leary:

Q. At what time on April 28th did you talk to Mrs. Reed?

A. I don't remember, Mr. Leary. She just came into the office at irregular times, and when she came in, I think I talked to her shortly after that. I don't remember what time [on] the day it was.

Q. Well, do you ordinarily know when Mrs. Reed is going to be in her office?

A. No, I do not. If I ever have any occasion to want to talk to Mrs. Reed about any business matters, I would call her secretary, or if she wasn't there I would call the telephone operator and ask her to notify me when she was in, but [—] I were to see her, I would have to make an appointment through somebody.

Q. How had you collected all of these 1,300 cards?

A. Part of them—most of them had been signed at the meeting, and the minutes of the meeting show they were collected at that meeting, with instructions [of] the people wanted to turn them in in the morning they could.

[fol. 447] Q. And in whose custody did those cards remain that evening?

A. As I remember, they were locked in my desk.

Q. That is, your desk on the seventh floor, or were you on the ninth floor?

A. I think that my desk was on the ninth floor at that time.

Q. And when was it that you yourself had counted the cards?

A. That evening following our meeting.

Q. Did you remain at the plant and count them?

A. No, I took them home with me.

Q. You took them home with you that night?

A. Yes, and brought them back.

Q. Brought them back when?

A. I don't remember whether I brought those back late or whether I brought them in the following morning.

Q. Well, have you not just testified that they remained locked in your desk that night?

A. Well, Mr. Leary, that is rather technical. I shouldn't have worded it just that way. I had the cards with me long enough to count them, and I think that I brought them back that night, as I remember it. Now, I am not quite positive about that.

Q. Now, is it your testimony now that you counted them at the plant or counted them at home?

A. No, sir. I took the cards with me at home and [fol. 448] counted them.

Q. Then, how far away from the plant do you live?

A. I lived at that time at 3401 Central.

Q. That is about 2 miles from the plant, would you say?

A. I suppose that is as good a guess as any.

Q. And then, after you were through counting them that night, you returned to the plant with them and put them under lock and key at your desk?

A. I rather think I would. I would have to think about that a little.

Q. How did you get back in the plant that night?

A. You can always get in the building down there by ringing the door bell. There is always a night watchman there.

Q. Can any employee get back into the plant after it is closed for the day?

A. Yes, sir, by signing the book.

Q. Why did you desire to take them back to the plant that night?

A. Well, I assumed just to take care of them.

Q. Well, did you have fear that they would be lost; destroyed or stolen at your own home or apartment?

A. I don't think I gave that any serious thought at all.

Q. Well, was this special trip that you made back to the plant after you had counted the cards at your home that night, only for the purpose of depositing them in your [fol. 449] desk where they could be locked?

A. I don't remember that, Mr. Leary. Oftentimes, if I have things in my desk, either personal or things that might be pertaining to my work, and I want them, I feel perfectly free to go back and forth and get them.

Q. Was any other member of your organization present when you counted the cards that evening?

A. Not at that time.

Q. So, you were the only one, then, who knew definitely how many members had joined the Donnelly Garment Workers' Union?

A. No; the following morning, Marjorie Green and I checked over them. I tried to get them in somewhat of an alphabetical order.

Q. What time did you get to work the next morning?

A. As I remember now, it was about 7 or 7:30; something like that.

Q. And after your got to work, you started counting them again?

A. No, Mr. Leary, I didn't go to work until 8 o'clock in the morning, as a rule. Some morning, if I have work to do, I might go a little earlier. Oftentimes I go and take care of union work early in the morning, that I want to do then, but, officially, I go to work at 8 o'clock.

Q. How long did it take you to count them again in the [fol. 450] presence of Marjorie Green in the morning?

A. I don't remember. It wouldn't take a great while to count that many cards.

Q. Why did you count them over again the next morning?

A. Well, just to have—we were checking them to be sure we had some accurate idea of how many there were.

Q. Did you talk to any official of the company between the time when the meeting ended on April 27th and the time you talked to Mrs. Reed the next day?

A. When I talked to Mrs. Reed that day was the first official comment that I had made with any of the company,

or the first comment that I had made with any official of the company, is what I meant to say.

Q. Did you talk to Ella May Hyde in the meantime?

A. I don't remember talking with Mrs. Hyde. I don't know what business it would have been of hers.

Q. Do you remember talking to Mrs. Reeves?

A. Mrs. Reeves?

Q. Yes. A. No, I don't remember seeing Mrs. Reeves.

Q. Who was present in the room when you talked to Mrs. Reed on the—some time in the day of April 28th?

A. I don't remember whether Miss Frances was there or not. That is her secretary. She has a desk just outside of Mrs. Reed's office, and I don't recall whether she [fol. 451] was there in the room or whether she was outside.

[fol. 452] Q. How long did your conversation with Mrs. Reed last on that day?

A. That is rather difficult to say. I would think some probably 15, 20 or 25 minutes; something of that kind. I don't know. Probably 20 minutes would cover it.

Q. Twenty minutes at the most. You would say that is it?

A. No, I wouldn't, Mr. Leary. I think that would cover it. It was a general conversation pertaining to the formation of our union and what we expected to do, and the fact that we would expect the plant, and draw up some kind of an agreement to submit to her.

Q. What did Mrs. Reed ask you about the formation of your union? A. Not a thing.

Q. Would you state everything that was said as far as you remember? A. I think I have.

Q. In that conversation.

A. As far as I remember, Mr. Leary, in substance. I [fol. 453] don't recall the details of the words that were used. What I have said wouldn't take 15 or 20 minutes to say, but that was the gist of the conversation, and what we were talking about.

Trial Examiner Batten: Well, do you recall how it was left when you left the meeting? What was your understanding of the situation? [fol. 454]

A. I don't know just how I said it previously. I will try to state it again; that she would be willing to listen to



anything we had to say and use her own judgment about it, and at a later date we submitted a working agreement to her, for her consideration, and the signing of these two agreements here are her answer to what she would do.

By Mr. Leary:

Q. Did you definitely ask her to recognize your union in that conversation? A. Certainly.

Q. What was her answer to that?

A. I don't remember just the definite answer she gave, Mr. Leary, and I don't think she would have given an answer to say "yes, I will do it" until she had proof. I left those cards with her to look over to see how many people had signed them; showed her how many had signed them, and further worked with her.

Q. Are you sure, now, you left the cards with her during that meeting?

A. I was going to say I left the cards. I didn't leave them. We used them while we were there. I didn't leave the cards with her indefinitely, no.

Trial Examiner Batten: Did you take the cards with you when you left the meeting?

A. I took the cards with me when I left, yes.

[fol. 455] By Mr. Leary:

Q. Did Mrs. Reed make any check of those cards in your presence?

A. I don't know whether Mrs. Reed checked the cards. I don't think she did. I think Miss Frances did, her secretary.

Q. Well, what was the next request that you made to the company after this April 28th conversation with Mrs. Reed?

A. When our working agreement was presented to them, was the next.

Q. When was that?

A. I don't remember the date when it was first given to them. It was signed the 27th of May—yes, I think I do remember. I believe that agreement was given to them, I know it was, on the morning of May 27th, in Mrs. Reed's office.

Trial Examiner Batten: What was that date?

A. May 27, 1937. As near as I remember, it was about 10 or 10:30 in the morning.

By Mr. Leary:

Q. It was given, the Board's Exhibit 6 was given to her at that time?

A. The working agreement?

Q. Yes.

A. Yes, sir, that is right, and it was left with her and her—Mr. Ingraham was there, Mr. Tyler was there, the committee of the union was there, Mr. Batty was there. I don't know that I remember the others that were there, but after some discussion about it, it was left with Mrs. [fol. 456] Reed and Mr. Ingraham and her counsel, anyway, until the afternoon of that day.

[fol. 457] Q. Now, is this original which I show you now of the articles of agreement, the one or a copy of the one that you brought with you and left with Mrs. Reed that morning at about 10 or 10:30?

A. I didn't understand just how you worded that, Mr. Leary. I have a general idea of what you want, but I don't remember just the wording of it.

Trial Examiner Batten: The question is, is that the agreement you left with Mrs. Reed on the morning, at the morning conference?

The Witness: There were two copies of this. This is one of them.

[fol. 458] By Mr. Leary:

Q. You left two copies with her that morning, is that correct?

A. I might have left three. Now, I am not positive about that. I may have left three, but I rather think it was two. This (indicating) was ours, and she kept [on].

Q. This document I show you is similar in all respects to the dittoed copy of it, Board's Exhibit No. 6, is it not, with the exception of the signatures on the last page?

A. I haven't read it word for word, but I gave it to you as a copy, and I think it is.

Q. Is it true—

Mr. Langsdale: (Interrupting). Let me hear that answer again.

(Thereupon the last answer was read by the reporter.)

Mr. Langsdale: I think we are entitled to a definite answer.

By Trial Examiner Batten:

Q. The copy is a copy which you furnished, Miss Todd?

A. That is right.

Q. And you prepared the copy yourself?

A. Yes.

Q. The question is, is it a copy?

A. Yes, it is. I have read the copy this was run off of.

By Mr. Leary:

Q. And in all respects, then, the articles of agreement which you presented in the morning were the ones that [fol. 459] were eventually signed?

A. No, I think not, Mr. Leary. I think there were some changes in this copy, and I think that one you have there was typed later in the day. There were, I believe, some minor changes of wording, and so forth, after that discussion with Mrs. Reed. This is a copy of the one that was signed. There were some few changes in that original agreement.

Q. Will you point out what, if any, changes were made in the original agreement?

A. I don't believe I can do that from memory.

Q. You have a copy of the Board's Exhibit No. 6 in your hand now, have you not?

A. Yes, sir.

Q. Reading that, are you able to point out any place where any changes were made?

A. Not now I am not, no, sir.

Mr. Ingraham: Could I get this clear? Are you asking the witness whether the identical paper which you are handing her is the paper that was left with Mrs. Reed on the morning of that conference?

Mr. Leary: I do not propose to answer that.

Mr. Ingraham: That is a fair question.

Trial Examiner Batten: Mr. Leary, I think the attorney has a perfect right to inquire what you mean by a question. I gathered what you meant was, was this contract, the way

[fol. 460] it is now worded in Board's Exhibit No. 6 for identification, the same as it was presented to Mrs. Reed in the morning.

Mr. Leary: Yes, and she answered it was.

The Witness: No, I did not, Mr. Leary, I said it was changed.

Trial Examiner Batten: There is no use discussing what she said. The record will disclose what she said.

Mr. Ingraham: My thought was, from the questions, as I understood Mr. Leary, he wants to know whether the papers that were given to Mrs. Reed in the morning were the identical papers that were signed in the afternoon.

Trial Examiner Batten: I didn't gather, Mr. Leary, that you meant it was the same piece of paper. Did you?

Mr. Leary: I think the record is clear on that, Mr. Examiner.

Trial Examiner Batten: I am asking you, is that what you meant, that it was the same piece of paper? I gathered what you meant was the same wording. If you want to know whether it was the same piece of paper I think the witness should know that is what you mean.

Mr. Leary: I am not concerned with the identical piece of paper. I am concerned with the writing on the paper.

Trial Examiner Batten: That is what I thought.

[fol. 461] By Trial Examiner Batten:

Q. The present question is, Miss Todd: Can you find out any place in Board's Exhibit No. 6 which you now have, which is a copy of this executed instrument, any changes made between the morning and afternoon meetings?

A. They were not made during the meetings, Mr. Batten.

Q. Between the meetings, I said. Can you point out any change of any kind.

A. Made between the meetings, you said?

Q. Yes. In other words, you presented her with a copy in the morning, and in the afternoon you signed Board's Exhibit No. 6?

A. I can't point them out at this time, no, sir.

[fol. 465] Q. You mean you can't remember whether Mrs. Reed said, on any point, "I won't do this." In other words, did she refuse to do anything in the morning conference?

A. Mr. Batten, I don't remember that she very frankly said, "I just refuse to do any of these things." She very definitely refused to do anything about it until she had had time to study it. As to the conversation, with that many people in the room, I certainly can't remember what it was.

Q. How many people were there?

A. There were nine members of our committee, ten rather, Mr. Tyler was there, Mr. Ingraham was there, Mrs. Reed was there, and I am not positive whether Miss Frances, her secretary, was there or not, I am inclined to think she was, and Mr. Batty was there. I don't recall whether there was one or two other people there with Mrs. Reed or not. The ones I have mentioned are the ones that were there representing the Donnelly Garment Workers' Union.

Q. Where did you meet?

A. In Mrs. Reed's office.

[fol. 466] Q. Who talked first?

A. I don't remember whether I did or whether Mr. Tyler did, but I am inclined to think, as chairman of the executive committee I probably opened the meeting.

Q. Who talked after you talked?

A. I would think Mr. Tyler did.

Q. I don't want to know what you think.

A. Mr. Batten, that is all—

Q. If you haven't any recollection of it—Miss Todd, I told you yesterday and I told you this morning if you don't know say you don't know. Now, that is the most advisable thing to do. I do not want you to answer questions I ask, or that any of the attorneys ask, if you don't know.

A. I do know, Mr. Batten, generally what took place at that meeting. As to who said the first word, or who said the second word, I don't know.

Q. What did you say when you first talked?

A. I can't remember just the words.

Q. Tell me what you said.

A. What I have been saying we had spent some time preparing what we thought was a fair working agreement



which we wanted to present to her at that time, and I believe what followed was that Mr. Tyler read it to her.

Q. Then, what followed that, if you remember?

A. I don't remember who talked and—

[fol. 467] Q. Well, what was done next?

A. Everybody was given an opportunity to discuss it, Mrs. Reed, Mr. Ingraham, and members of our committee, and there was quite some discussion, lasting, as I have stated, from an hour and a half to an hour and 45 minutes.

Q. What, if you remember, in substance, did Mrs. Reed say when she first talked? A. I don't remember.

Q. Did she talk more than once?

A. Yes, Mr. Batten. There was a general discussion by everyone, discussing it very thoroughly.

Q. You do not recall even the substance of anybody's conversation, is that correct?

A. I don't believe that I can quote what the others said and what I said two years back.

Q. I said, the substance of what they said.

A. The substance of what we were saying—

Q. (Interrupting) Not "we." Any one person.

A. No, sir, I can't, Mr. Batten. I am sorry.

Trial Examiner Batten: Mr. Leary.

By Mr. Leary:

Q. Who was it who arranged this conference?

A. I think I must have arranged it, or maybe Mr. Tyler did. I don't know whether he arranged it through Mr. Ingraham or whether I arranged it through Miss Frances. One or the other of us would have done it.

[fol. 468] Q. Had you read the articles of agreement before you went to Mrs. Reed's office that morning?

A. Yes, sir. We had been working on them for some time.

Q. Who do you mean by "we"?

A. The committee and Mr. Tyler.

Q. Isn't it true, Miss Witness, that Mr. Tyler was the one who wrote the articles of agreement?

A. It is true that Mr. Tyler worded them as to the legal manner, but I don't think Mr. Tyler knew enough about the garment business to know what you would need in the contract except in a legal way.

Q. What, if anything, did you tell Mr. Syler you wanted in that contract?

A. We had a great many discussions and conferences about this. I don't remember the details of them, but the substance of what came out of those meetings is in the contract.

By Trial Examiner Batten: ➤

Q. The question is, Miss Todd, what if any one thing did you tell Mr. Tyler to put in that contract?

A. Do you mean I, personally?

Q. Yes, you.

A. I was particularly interested in our guarantee, and I was particularly interested in the promotion and seniority rights.

Q. You were interested. My question is, what did you tell Mr. Tyler should be in the contract?

[fol. 469] A. I can't tell you everything that I have discussed with him, because that would be beyond my memory.

Q. Tell me one thing.

A. Our agreement as to our minimum wage. Promotion and seniority rights. And I was one of the ones interested in having a closed shop if we could get it, and in having the union recognized as the sole bargaining agency.

Q. You were interested. Did you tell Mr. Tyler to put those things in the contract?

A. Yes, I did, Mr. Batten. I felt they were things we should actually have in our contract.

A. I can't claim all of these ideas in this contract. There isn't anything here that I wouldn't want to have in the contract.

Trial Examiner Batten: I didn't ask you that. I asked you what you personally suggested to Mr. Tyler.

A. I was wanting something definite said about vacations in this contract, because we hadn't ever had as definite an understanding previous to that time as we had [fol. 470] with this contract. And our hours of working, too. I believe I mentioned, didn't I, that I wanted to have in here some way that this union would be the sole bar-

gaining agency if it represented the majority of the employees?

[fol. 471] Trial Examiner Batten: It may be stricken. The question is, did you ever hold a meeting of all the employees and get from the employees an expression of opinion of what they wanted in the contract?

A. No, but we have had meetings with different departments concerning the contract; not all of them at one time, but different departments.

By Mr. Leary:

Q. Now, what meetings did you have with the various departments to discuss the contents of your agreement with the company prior to the time the representatives themselves began meeting with Mr. Tyler?

A. I can't give you the dates of the meetings.

[fol. 472] Q. I don't desire the dates. I want to know how many, for instance, you held between April 27th and the first time you discussed the contract with Mr. Tyler.

A. No, Mr. Leary, we did not have them in that manner.

Q. In what manner did you have them?

A. The contract was presented to small groups of employees subject to their suggestion as to any changes that would be necessary.

Q. Isn't it true that the draft of the contract that you presented to Mrs. Reed on the morning of May 27th was the first complete draft of the contract that you had?

A. I wish you would read that question again, please. It doesn't seem to be very clear. May he read it?

Trial Examiner Batten: Read the question, please.

(Whereupon, the question was read by the reporter.)

A. The first complete draft—I think it is rather confusing, a confusing question.

By Mr. Leary:

Q. What is confusing about it?

A. It is confusing in this way: there were numbers of contracts written and changes made as we were working on it. Now, this is not this one, but the one presented to her in the morning is the completion of that work done previous to that time.

Q. Now, do you have copies of any of the drafts that you prepared?

[fol. 473] A. No, I do not.

Q. Do you know what was done with those?

A. No, I assume they were destroyed. I wouldn't know any reason for saving them.

Q. Did you ever discuss any draft of a contract with any group of employees at the plant? A. Yes, sir.

Q. When did you do this?

A. I don't remember the instance, but through the entire life of this organization people have been constantly reminded whenever the opportunity presented itself to be thinking of what they needed in the contract. For instance, with our contract that just came up, everybody has been given ample—and requested and asked to make any suggestions necessary. They have always been that way.

[fol. 474] Trial Examiner Batten (interrupting): Now, Miss Todd, just a moment. The question is, when did you discuss with any group of employees in this plant the drafts of this contract?

A. The drafts of this actual contract were not discussed with a group as a whole.

Trial Examiner Batten: Were they discussed with any group?

A. Yes, sir, very definitely.

Q. When?

A. They were discussed with a committee innumerable times, Mr. Batten, and general information through the plant; this was a new organization—

Q. (Interrupting) Now, just a moment. Did you discuss personally with any group of people in this plant—

A. (Interrupting) Hundreds of them.

Q. Well, now, give me the names of those you talked to.

A. I don't think I could, Mr. Batten.

Q. Could you name one person?

A. Yes, I could name one.

Q. Well, name one.

A. Well, Ruby Beckett.

Q. Any others?



A. I could if I thought about it. I don't know. I could do it if I thought about it a few minutes.

[fol. 475] Q. You think about it a few minutes, and name some that you talked to.

A. You take 1,200 members, and everybody interested in the same thing, they were primarily interested in making a contract that would be worth while.

Q. I am not concerned about that, Miss Todd. I am concerned about whether before this contract was signed, and before the morning that you presented this copy to Mrs. Reed, who you talked over this contract with.

A. Mr. Batten, it was discussed at great length at meetings of the committee. In a general way with other members, as they came in contact with each other. People called me on the phone at home.

Q. I want to know who. I want to know their names.

A. I just stated, I don't believe I could do it. If I think about it a little while, I can probably tell you twenty-five or thirty.

Q. Well, we will give you a few minutes to think about it.

A. I don't think I can honestly tell you just that morning or within a period there of three or four week's time, just who I talked to. There were too many to do that.

Q. Well, can you tell me anybody besides the one you named that you talked to before the morning that you went in to see Mrs. Reed?

A. Do you want the names of the committee?

[fol. 476] Q. No, I want the names of others, other than those in the committee.

A. Well, Lynn Davis would be one. I think Pearl Black. I don't think I know—Pearl Fields, Ruby Lago talked to me about it. It is rather difficult to remember names of people, that many employees, without having it to refer to. If I had a list of them, I could probably tell you two hundred or three hundred of them. I don't believe I can name any more of them at this time, Mr. Batten.

By Mr. Leary:

Q. When was it that you talked to Lynn Davis?

A. I don't remember, Mr. Leary.

Q. Where did you talk to her?



A. Where—I don't remember just where. I talked to her over the phone several times. I have talked to her at 1820 Walnut.

Q. Well, what does Lynn Davis do?

A. She is an operator.

Q. In what department?

A. 411, I believe is where she is.

Q. And you talked with her over the phone at the plant, you mean?

A. No, at home.

By Trial Examiner Batten:

Q. Miss Todd, when you say "411"—

A. (Interrupting) That is the number of one of our [fol. 477] sewing sections.

Q. You mean each section has a number; is that what you mean? A. That is right.

By Mr. Leary:

Q. When did you talk to Pearl Black?

A. I don't remember that, either.

Q. Where did you talk to her? A. I don't remember.

Q. Where did you talk to Pearl Fields?

A. I don't remember, Mr. Leary.

Q. When did you talk to Pearl Fields?

A. I don't remember any of these people that I have mentioned. I have no doubt talked to them more than once about it. I have talked to so many, anybody that would listen to me.

Q. Do you know when and where you talked to Ruby Lago? A. No, I don't.

Q. Do you remember whether any of these persons made any suggestion to you as to what should be incorporated in your proposed agreement to the contract?

A. As to definite proposals, I don't remember.

Q. What, if any, proposals were made by any employees of the company to you?

[fol. 478] A. I can't remember which of these came in that manner or which came from the committee, or just—I couldn't designate them in that manner.

Q. Well, are you able to name any proposal at all?

A. No, sir. This is a corporation of ideas, of a lot of ideas, and which one belonged to who, I cannot tell you.

Q. And did you talk to these four persons whom you have named, Davis, Black, Fields and Lago, individually?

A. No doubt I have.

Q. Well, did you talk to them between the time, April 27th and May 27th? A. I am sure that I did.

Q. Individually? A. Yes, sir.

Q. Did you talk to any of these persons while they were with a group of employees?

A. I may have. I don't remember. That would be a very logical thing to have happen.

Mr. Leary: I move that that portion of the answer be stricken, Mr. Examiner.

Trial Examiner Batten: It may be stricken.

By Mr. Leary:

Q. How much time did you yourself spend on this contract prior to the time it was presented to the officials of the company?

A. In hours' time, Mr. Leary, I couldn't tell you. I [fol. 479] spent so many nights working for the Donnelly Garment Workers' Union, I haven't the faintest idea how many hours I spent at that time.

Q. Did you have access to the plant at night to use your desk and the records of the union, which were kept in the file cabinet near you?

A. I don't ever recall going to the office to do union work at night.

Q. You mean with the exception of the time you took your application cards back?

A. I may have that, and I may have stopped and picked up paper or something other times. I am not positive about that. If I want to go and write a personal letter and use my desk, I do. Oftentimes, I go back to the plant at night.

Q. Who was it that proposed that the wage scale should not be included in the articles of agreement made between the company and the Donnelly Garment Workers' Union?

A. That they not be enclosed?

Q. Yes.

A. That was a general idea of the committee, because we didn't have—we wanted to get some sort of working agreement signed, and did not have time to give to it to

work out a wage scale at that time. As to a definite person having that, that idea, I don't remember who.

Q. Was the time of the essence in getting the articles [fol. 480] of agreement signed—

Trial Examiner Batten: The question means,—that is a legal phrase—the question means, was it important to get some kind of a contract signed as soon as possible.

A. We felt that having organized our union, it was important to get some sort of an agreement signed; yes, sir.

Trial Examiner Batten: And for that reason, you decided to delay the matter of a wage scale?

A. Yes, sir. We felt that needed a great deal more thought than we had time to give to it.

By Mr. Leary:

Q. I don't understand, Miss Witness, why it was of importance to you to get a contract or an agreement [fol. 481] signed right away.

A. I think I can explain that, Mr. Leary. This was following the time that Sylvia Hull had announced in the paper that she had been elected by the Connelly employees to represent us at the International Union. The law gave us a right to do something to protect ourselves, and the injunction was not doing a very good job, or we didn't feel very secure with it.

Q. At that time had you filed the injunction?

A. We had filed an injunction previous to the formation of this union.

Q. In what court had you filed an injunction previous to May 27, 1937?

A. I don't remember whether we had filed. We had been to see Mr. Tyler in the latter part of March about getting an injunction. He was working on it. I don't recall all the technicalities of that. I know he can tell you; and following this episode, or this announcement, rather, in the paper that Sylvia was going to represent us at the International, we felt like people here and there, most anybody, might say they had been elected to represent us. We hadn't elected her. Nobody had any knowledge of it, and that is why we formed this organization, and that is why we felt that we needed to be recognized by our

[fol. 482] employer, as our representatives, and our bargaining agency.

By Mr. Leary:

Q. Had you made an investigation to determine that no one had elected Sylvia Hull?

A. We knew, it was common talk around the plant, and 1,200 people would tell you they didn't know anything about it. That was the thing that caused all that thing to happen.

Q. You mean, to form the union? A. Yes, sir.

Q. That was the only reason?

A. I don't know that it was the only reason, but it was certainly the reason that made us get busy in a hurry.

Q. Was it the main reason, would you say?

A. I wouldn't say that it was. The law gave us the privilege to do that, and if the majority wanted to do one thing or wanted to do another, and it happened in this instance that the majority thought they ought to form their own union, it isn't very likely that 1,200 people would want to sit around and wait for somebody here and somebody there to say they represented them.

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[fol. 484] MARJORIE GREEN, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

#### Direct Examination.

By Mr. Foster:

Q. State your name and address.

A. Marjorie Green, 25 West Seventy-third Street Terrace.

Q. Kansas City, Mo.? A. Kansas City, Mo.

Q. Are you presently employed, Miss Green?

A. Yes, sir.

Q. Where are you employed?

A. Donnelly Garment Company.

Q. How long have you been employed at the Donnelly Garment Company?

A: A little over six years.

Q: How did you happen to secure employment at the [fol. 485] Donnelly Garment Company?

A: I was sent there through an employment agency.

Q: Do you have any relatives at the Donnelly Garment Company that work there? A: No, sir.

Q: What is your present position at the Donnelly Garment Company?

A: Stenographer and typist.

Q: In what department or what part of the plant are you employed? A: Merchandising.

Q: Is that in the general offices of the company?

A: Yes, sir.

Q: Do you work for the sales company or the Donnelly Garment Company?

A: Donnelly Garment Company.

Q: And where is the office located in which you are employed? A: On the tenth floor.

[fol. 487] Q: Now, who do you take orders from?

A: Mrs. Reeves is in charge of the merchandising department.

Q: And are you her private stenographer?

A: No, sir.

Q: Is there any other stenographer that does work for Mrs. Reeves other than yourself?

A: Mrs. Richmond is Mrs. Reeves' stenographer.

Q: And does she work for Mrs. Reeves more than you do? A: Yes, sir.

Q: Now, outside of yourself and Mrs. Richmond, are there any other employees who do stenographic work for Mrs. Reeves?

A: Well, not regularly. They might if some one was gone, was out on vacation, out on account of illness, they might. Teressa McFadden is the stenographer in our department and there are others who can act as stenographers, although that isn't the regular duty.

Q: But you and Mrs.—



A. (Interrupting) I don't work regularly for Mrs. Reeves. She has charge of the department in which I work.

Q. Whom do you work for directly, then?

A. Mrs. Nichols.

[fol. 488] Q. And who is Mrs. Nichols?

A. She works in the production department.

Q. Is that Lulu Nichols? A. Yes, sir.

Q. Does her work consist of adjusting and fixing piecework prices? A. Yes, sir.

[fol. 490] By Mr. Foster:

Q. What is it that you do for Mrs. Nichols?

A. I do some typing.

Q. Are you a member of the Donnelly Garment Workers' Union? A. Yes, sir.

Q. How long have you been a member?

A. Since its formation.

Q. To the best of your recollection is that since April, 1937?

A. It was in April, 1937.

Q. And have you held any office in the Donnelly Garment Workers' Union? A. Yes, sir.

Q. And what office is that? A. Secretary.

Q. How did you become secretary?

A. I was appointed or selected.

Q. By whom were you appointed?

A. By the committee, nine group chairmen.

Q. Now, just exactly how did that happen, and when did it occur?

A. It occurred at the first meeting, I believe, of the group chairmen.

Q. Now, approximately when was that?

[fol. 491] A. It was a few days after April 27, 1937.

[fol. 493] Q. Where are your union files?

A. We have a file at Miss Todd's desk.

Q. You mean, then, that any records that you have custody of were kept in her file?

A. That is, when I finish with them they are turned over and put in the book and kept in the file.

Q. If you want to get them then, you have to go to Miss Todd for them; is that correct? A. Yes, sir.

[fol. 494] Mr. Foster: All right. Will you mark that, please?

(Thereupon, the document above referred to was marked as "Board's Exhibit No. 8" for identification.)

Mr. Foster: Mr. Examiner, this is the thought of counsel for the Board, that we introduce the minutes of the general meetings and the meetings of the group committee, meetings of the Donnelly Garment Workers' Union, as one exhibit, and ask leave to substitute copies of the minutes, either photostatic or stenographic copies of them.

Trial Examiner Batten: Well, this Board's Exhibit 8, then, is the minutes of the general meetings as well as the minutes of the committees?

Mr. Foster: It is the minutes of the general meetings of the union and the minutes of the—or the group chairman of the union.

Mr. Langsdale: Now, if it please the Examiner, I want the union to be understood that we don't admit that these are authentic minutes of either the union or the executive committee, that we are claiming, and we think that we will [fol. 495] be able to prove that some of the minutes have been doctored and are not authentic, and are not true records of the occurrences at those meetings.

[fol. 496] Trial Examiner Batten: Of course, in view of Mr. Langsdale's statement, I am certainly going to require very definite and positive identification of these minutes before ever I receive them. So I advise you of that now.

So, you proceed in any manner you please.

Mr. Foster: Miss Witness, I hand you what has been marked for the purpose of identification as Board's Exhibit No. 8, and ask you whether that—the minutes

contain therein are the official minutes of the Donnelly Garment Workers' Union from (April 27, 1937, to date, including both the general meetings and the meetings of the group committee?

Mr. Langsdale: May I inquire as to what counsel for the Board means by "official"?

. . . . .

Mr. Langsdale: If you mean by that that I am to be bound by the authenticity of these reports, I don't expect to be.

. . . . .

[fol. 500] Mr. Lane: The intervener objects to Mr. Langsdale being permitted to take an adversary position to that taken by the Board for the reason that Mr. Langsdale is here representing the International Union, the complainant here. It would be highly unfair to the intervener to permit Mr. Langsdale to cross-examine witnesses which the Board puts on in support of the claim made here by the I. L. G. W. U., and therefore I object [fol. 501] to his right to interpose objections to the questions which the Board asks and to cross-examine the witnesses which the Board produces.

Mr. Foster: Mr. Examiner, may I state my position?

Trial Examiner Batten: In just a second. I want to make this statement:

Of course, Mr. Lane, under the rules of the Board, there is no doubt in your mind, is there, that any party to the proceeding shall have the right to appear at the hearing in person, by counsel, or otherwise, and to examine or cross-examine the witnesses, and to introduce in the record documentary evidence?

The thing I was concerned about in starting this was, I wanted to understand the position of the parties.

Do you have any doubt, under Section 25, page 6, that it is entirely proper?

Mr. Lane: I think he cannot be permitted to take two positions in the same action, and I think he is going to take an adversary position he should do so.

Trial Examiner Batten: What do you mean, take two positions?

Mr. Lane: If he is cooperating with the Board as claimant in this case in the production of witnesses and of testimony, then I think he is taking another position in undertaking to cross-examine the witnesses the Board produced. I don't think the rule is so extensive as to give him that right. I think that is equal to cross-examination of his own witnesses.

Trial Examiner Batten: In the first place, of course we are here because the National Labor Relations Board has issued a complaint. That is the basis of this action. And any party in interest may appear by counsel or otherwise.

I don't think there is any question about Mr. Langsdale's rights, as far as that is concerned. I was only concerned in trying to set forth the disposition so that I as Examiner can rule when matters come up.

Mr. Foster: I would like to be permitted to withdraw my question.

Mr. Lane: The Board asked the witness a question and before she was permitted to answer the question Mr. Langsdale interfered, asking for an interpretation of that question, which I say he has no right, under this proceeding, to do.

Mr. Foster: I withdraw my question.

Trial Examiner Batten: I suppose any attorney has the right, if he doesn't understand the other man's ques-

tion or wants it explained or made more complete, to do so.

You may proceed, Mr. Foster.

Mr. Foster: I withdrew my previous question.

Trial Examiner Batten: It may be withdrawn.

By Mr. Foster:

Q. Miss Witness, what does the document which has been marked for purposes of identification as Board's [fol. 503] Exhibit No. 8 purport to be?

A. It appears to be the minutes of the meetings of the Donnelly Garment Workers' Union and the minutes of the chairmen of the Donnelly Garment Workers' Union.

Q. Who compiled or made the minutes appearing in what has been marked for purposes of identification as Board's Exhibit No. 8?

A. I did, practically all of them.

Q. Which of them did you not prepare?

A. I don't know. There are some times when I was on my vacation, or possibly I might have been ill, when somebody else might have done it.

Q. Do you know when your vacation was?

A. No, I don't; I don't know exactly.

By Trial Examiner Batten:

Q. Is there any way you can identify the ones you prepared and the ones you didn't? Don't your initials appear on them?

A. My initials are on the ones I prepared. Shall I take them a meeting at a time?

By Mr. Foster:

Q. I would like to have you turn to the first minutes there and see if your initials appear. That is the meeting of April 27. A. No, they don't.

Q. Do you know who made those minutes?

A. I typed this copy here. There was some misspelling [fol. 504] of names, in the original copy.



Q. Who prepared the original copy?

A. I don't know.

Q. You simply retyped it? A. Yes.

Trial Examiner Batten: What is the date of that meeting?

Mr. Foster: April 27, 1937.

By Mr. Foster:

Q. Now, turning to the meeting of May 25, 1937, will you tell me whether you typed and prepared the minutes for that meeting? A. Yes, I did.

Q. You are positive you prepared them, as well as typed them? A. Yes, sir.

Q. Are those minutes accurate and complete, with reference to that meeting? A. Yes, sir.

Q. Was there any other stenographer present at that meeting? A. Not to my knowledge.

Q. Now, turning to the minutes of the group committee, will you tell me who prepared and typed the minutes of the meeting of April 29, please—if you know?

A. I typed them.

Q. Turning to the minutes for May 27, 1937—

A. (Interrupting) Is that a chairmen's meeting?  
[fol. 505] Q. Yes.

Mr. Langsdale: Was the 29th a chairmen meeting?

Mr. Foster: Yes.

By Mr. Foster:

Q. With reference to the various minutes of different meetings of group chairmen on May 27, 1937, will you please state who prepared the various minutes for those meetings? A. Which meeting?

Q. Of the different meetings.

A. Of the group chairmen?

Q. Yes.

A. I did, all of those that have been referred to.

[fol. 506] Q. Do the various minutes of the various meetings on May 27, 1937, purport to be true and accurate accounts of what occurred at the various meetings?

A. Yes, sir.

Q. How did you prepare those minutes?

A. How? I don't believe I understand you.

Q. Did you take stenographic notes? A. Yes, sir.

Q. In shorthand? A. Yes, sir.

Q. Did you take down everything that was said?

A. Well, I don't claim to be an expert. There were possibly a few words I missed, but this is the sum and substance of those meetings.

Q. Directing your attention to the minutes for the meeting of July 12, 1938, I would like to ask you, if you know, who the initials P. G. stand for.

Mr. Langsdale: Is that a committee meeting or mass meeting?

Mr. Foster: This is a general meeting.

A. No, just offhand I can't say.

By Mr. Foster:

Q. You have no idea?

A. I think I was on my vacation at that time. I wouldn't be positive, though.

Q. You have no idea who P. G. was?

[fol. 507] A. No, I don't offhand. We have a number of girls there. I can't think just now who that could be.

Q. Was there anyone who had the initials P. G. who was a member of the group committee?

Mr. Lane: Mr. Examiner, may I ask the date that is being referred to now?

Trial Examiner Batten: July 12, 1938.

A. No, I believe not.

By Mr. Foster:

Q. Now, referring to the minutes of the meeting on May 11, 1937—

A. (Interrupting) General meeting?

Q. Yes. On page 18. Will you please tell me who the initials E. N. stand for, if you know?

Mr. Langsdale: What date is that?

Mr. Foster: May 11, 1937.

Mr. Langsdale: General meeting?

Mr. Foster: Yes.

A. I don't know who that would be.

By Mr. Foster:

Q. Have you no idea whatsoever?

A. No.

Q. How many stenographers do you have at the Donnelly Garment Company, approximately?

A. I don't believe I could guess. A number of them. I would hate to guess.

Q. And you cannot recall any stenographers with the [fol. 508] initials E. N. or P. G., is that correct?

A. I don't recall anyone I can think of.

Mr. Foster: The Board would like to offer in evidence at this time as Board's exhibit No. 8 the minutes of the general meetings, or what purports to be the minutes of the general meetings of the Donnelly Garment Workers' Union, and to offer in evidence as Board's exhibit No. 9 what purports to be the minutes of the group committee of the Donnelly Garment Workers' Union.

[fol. 512] Trial Examiner Batten: If there is no objection, they will be received.

(Thereupon, the documents heretofore marked as "Board's Exhibits 8 and 9" were received in evidence.)

By Mr. Foster:

Q. Now, Miss Witness, do you have any other minutes of any meetings which have not been included in the minutes which have been produced for the Board that you know of?

A. There are a couple that I do not have written up as yet.

Q. And they are of recent meetings?

A. Yes.

Q. And with that exception, are all the minutes of all the meetings present that you know of?

A. Well, we might have said some chairman meetings at which there were no minutes kept.

Q. But these are all the minutes that you know of?

A. Besides those I have mentioned.

[fol. 514] Q. There is one question I would like to ask before Mr. Langsdale starts. Do you have in the secretary's records—or let me ask it this way: do you have any other records of these meetings except the records, the Board's Exhibits 8 and 9 that you have just looked over?

A. No, those are the copies.

Q. My point is this: do you have originals? Do you have any stenographic notes? Do you have any sheets of paper with penciled memorandums on them?

A. No; my notes have been destroyed by now.

Q. In other words, this is the only record you have of these meetings?

A. Yes, sir.

Q. And all other records, notes, matters of that kind have been destroyed. Is that correct?

A. Yes, sir.

Mr. Lane: Mr. Examiner, prior to Mr. Langsdale's cross-examination I renew my objection as to his right to cross-examine this witness on the ground that he is taking the position adversary to that of the Board, which he, being counsel for the International Ladies' Garment Workers' Union, which is the claimant in this case.

[fol. 515] Mr. Ingraham: Respondent makes the same objection.

Trial Examiner Batten: The objections are overruled.

### Cross Examination.

By Mr. Langsdale:

Q. You stated that you are Mrs. Lulu Nichols' stenographer. What position does Mrs. Lulu Nichols occupy with the Donnelly Garment Company?

A. I do some typing for Mrs. Nichols.

Q. Well, you state, did you not, that you were her stenographer?

A. No, I don't believe I did. I do some typing for her.

Q. I don't want to misquote you. That is what I understood you to say. Do you type for anyone else except Mrs. Nichols?

A. Yes, I do.

Q. Who else?



A. Well, I do just general typing for the department which I work in. I also run a Teletype machine and a Western Union machine. I have typed different reports. I have various duties.

Q. Who is Mrs. Nichols?

A. She makes the instructions on the dresses which are sent down to the factory to be made.

Q. What do you mean, "instructions"?

A. Well, on how to make the dresses.

[fol. 516] Q. Does she fix prices, piecework prices?

A. Yes, I suppose what you would call it.

Q. Well, do you know what I mean when I say "piecework prices"? Do you?

A. Yes, she puts the prices on the different types of work.

Q. And do you type those prices for her to be sent around in the various sections?

A. I type the instructions on how the dress is made.

Q. You type the piecework prices?

A. I type the instructions on the various operations of the dress.

Q. Do you type the piecework prices? "Yes" or "no."

A. Well, I don't believe I understand.

Q. Well, do you know what I mean by "piecework prices"? You say Mrs. Nichols fixes those. Now, do you ever type them for her? A. Yes, I type some.

[fol. 517] Q. Do you have a typewriter at your home?

A. I borrow a typewriter occasionally.

Q. I mean, do you own one that you keep at home?

A. No, I don't own one.

Q. For what purpose do you borrow one?

A. I borrow one to do union work at my home.

Q. That is, these minutes that you have written up, you mean to say you have written on some typewriter that you have borrowed to take home? A. That is right.

Q. Did you ever write any of these minutes up at the plant? A. Yes, I have.

Q. During the daytime? A. No, sir.

Q. When?

A. Unless it would be on my lunch hour, lunch hour or in the morning before time to go to work, or in the evening.

[fol. 518] Q. Always, of course, outside of working

hours? A. Yes, sir.

Q. And where would you do that work outside of working hours?

A. Well, at my typewriter.

Q. Whose typewriter is that?

A. It belongs to the company.

Q. The Donnelly Garment Company? A. Yes, sir.

Q. Can you give us the name of any stenographer [tho] took any minutes of any of the meetings of the Donnelly Garment Workers' Union except yourself?

A. Well, I wouldn't know. If anyone took any, it would be while I was away. I wouldn't know who it was.

Q. You don't know, then, the name of any stenographer who ever took any minutes except yourself?

A. No, I don't.

Q. What kind of record did you take of the minutes or of the happenings in these various meetings? I mean, did you take them in shorthand? A. Yes, sir.

[fol. 529] By Mr. Ingraham:

Q. Miss Green, did any officer, official, or anybody with authority to hire or fire ever pay you anything or ask you to do anything for the Donnelly Garment Workers' Union?

A. No, sir.

Q. Has the company and the men I have mentioned, or the officers of the company I have mentioned had anything to do in any way with the preparation of the minutes you have been referring to?

A. No, sir, not one thing.

Mr. Ingraham: That is all.

By Mr. Lane:

Q. Now, Miss Green, referring to Board's Exhibit No. 8, pages 1 to 11, inclusive, those are the minutes of the meeting held on April 27, 1937, are they not?

A. Yes, sir.

Q. And are those 11 pages, the pages which I have in my hand here, which I am showing you, pages which you yourself typed? Was this typewriting on these pages done by you? A. Yes, sir.

Q. When was that done by you?

A. Several days after the date of that meeting.

Q. How many days?

[fol. 530] A. I can't say exactly, but I would say within 3 days.

Q. Three days after the April 27, 1937, meeting?

A. Yes, sir.

Q. Have there been any changes of any kind made on those 11 pages since those three days after the 27th of April, 1937?

A. No, sir.

Q. And these are the original pages which you typed within that time and which have been kept by you ever since?

A. Yes, sir.

Q. With respect to all of the other minutes which you yourself typed have there been any changes made in them from the time you typed them up to the present time?

A. No, sir.

Trial Examiner Batten: Just a moment. You have 300 and some pages there.

By Trial Examiner Batten:

Q. You mean that your answer, Miss Green, covers all of those pages?

A. Well, from what I can see.

Q. As to those that have your initials, there have been no changes made, is that correct?

A. From what I can see from glancing through it.

Q. I don't want any qualifications. All of those that bear your initials are now as you typed them? Is that what you want me to understand?

A. I would have to read them over to say definitely.

[fol. 531] Q. I am only interested in your statement. That is your answer, that they are now as they were when you typed them?

A. I haven't made any changes in them. If these are like—

Q. (Interrupting) Now, Mr. Lane's question was, are they now, as they are before you, the same as when you typed them and placed your initials on them?

Mr. Lane: May I add to my question the phrase, as far as you know?

A. As far as I know, they are.

Trial Examiner Batten: Well, now, how far do you know?

A. I have glanced at a number of the minutes, and from a glance they appear to be as I have typed them.

Trial Examiner Batten: You can proceed as you please, but I think if that answer is to be of any value, either the witness should look them over and say whether they are, because when she makes the statement she has just made, as far as she knows, that means all she has to do with regard to any one is to say, "I didn't look that one over carefully."

Mr. Lane: I will rephrase my question. I will ask this question of the witness.

By Mr. Lane:

Q. Miss Green, within what time after each of the respective meetings where you yourself kept the notes and transcribed the notes, within what time did you type the notes which you made at those meetings?

[fol. 532] A. Oh, within three or four or five days, I would say.

Q. After each of the respective meetings?

A. Yes, sir.

Q. As to all of the minutes here which you yourself typed, have you made any change in any of those minutes from the time you typed them up to the present time?

A. No, sir.

Q. Were the minutes of the meeting which you yourself did not take down in shorthand typed by you or by somebody else?

A. They were typed by somebody else, with the exception of this first meeting here (indicating in minutes book).

Mr. Langsdale: Did I understand her to say she took the minutes of the first meeting?

The Witness: No, sir.

Mr. Langsdale: You did not?

A. No, sir.

By Mr. Lane:

Q. From what material did you type these first 11 pages?

A. From the typewritten copy that whoever took them had made.

Q. You were present at that first meeting?

A. Yes, sir.

Q. And was there supplied you a typewritten copy purporting to be minutes of that first meeting of what took place at that first meeting? A. Yes, sir.

Q. What did you do with that typewritten copy?

[fol. 533] A. It was destroyed.

Q. Before it was destroyed what did you do?

A. I retyped it.

Q. This is merely a retyping of that original report that was furnished you? A. Yes.

Q. Have you read over the minutes of that first meeting? A. You mean just now, or—

Q. Well, have you read it over recently enough so that your recollection is refreshed as to what it contains?

A. Yes.

Q. I will ask you whether or not the minutes as contained in these 11 pages, of the meeting of April 27, accord with your recollection of what occurred in that first meeting? A. Yes, they do.

Q. Miss Green, will you take this minute book sometime at your leisure and go through and find out what minutes were taken down at each of the meetings by somebody other than you, and report that fact back to us at some place or date? A. Yes, sir.

[fol. 535] ROSE TODD, a witness previously called by and on behalf of the National Labor Relations Board, resumed and was further examined and testified as follows:

#### Direct Examination (Continued).

By Mr. Leary:

Q. Miss Todd, I notice in Board's Exhibit No. 7, on page 3 thereof, the words "methods now used by the employer in determining piecework rates shall be continued."

[fol. 536] Do you see the sentence to which I refer?

A. Yes, sir.

Q. What methods had been in force and effect prior to the time this agreement was entered into on June 22, 1937?

A. As far as I know, Mr. Leary, they had been made out by Mrs. Nichols, with the help of Miss Spalito.

Q. Had you taken any part in the making of piecework rates prior to June 22, 1937?

A. That used to be my work down there.

Q. Yes. But just immediately prior to that time had you yourself been engaged in that system at all?



A. No, sir.

Q. Where in your articles of agreement, Board's Exhibit No. 6, or your supplemental agreement, Board's Exhibit No. 7, copies of which I now show you, is any mention made of the fact that the piecework rates will be reviewed by you as representative of the union?

A. That statement is not in either one of these agreements.

Q. By what arrangement with the company did you begin to review the piecework rates?

A. By a verbal arrangement with Mrs. Reed.

Q. When did you make such arrangement?

A. I don't remember the date. It was—oh, possibly—it must have been something like two or two and a half months. I don't remember just the time.

[fol. 536-A] Q. What were the circumstances leading up to the inauguration of your reviewing the piecework rates?

A. Discussion at the meetings of the executive committee of the manner in which we thought would be a fair way of doing that.

Q. Showing you Board's Exhibit No. 9, are you able to pick out the date of the meeting in which you first discussed with the other members of the executive committee the proposition of your reviewing the rates set by Mrs. Nichols and Miss Spalito?

A. I don't know that I will be able to. I will be glad to look through here and see if I can find them. As I think I stated this morning, these minutes of our executive meetings are very incomplete, as you can see. Some of them are very brief, and it might not be in here at all. If it is here—Shall I take time to read these?

Q. You are able to set approximately the time when you started this, aren't you? A. Yes.

Q. Well, check the executive board meetings about that time.

(Witness looks through Board's Exhibit No. 9.)

A. I don't see it in these minutes.

Q. That was a matter of relative importance to your organization, was it not, Miss Todd?

A. It was of greatest importance to us.

[fol. 537] Q. And you do not find any mention of it in the minutes of your executive board meetings?

A. I do not at this time, in glancing through them. It was discussed at great length as to what would be the best way for us to handle that.

Q. How did the discussion begin?

A. I don't know. I don't remember the details of it. It was a meeting of our committee.

Q. At whose suggestion was the matter taken up in the first place?

A. I don't remember whether it was one of the operators or whether—I don't remember who it was.

Q. What, if anything, was said about it during the discussions of the matter?

A. I don't think, Mr. Leary, I remember the details of that discussion. There have been a number of requests or comments by different people, particularly pieceworkers.

Q. Is it a fact that they were not satisfied with the way the company was setting the rates?

A. I think it isn't a question of their not being satisfied with the way they were being set, but they felt we should have some check on them, that the union should have some check on them, so that we would be in a position to know whether they were right or wrong.

Q. The union wanted to check up on the company, is that it?

[fol. 538] A. That is right.

Q. Had you had any experience to indicate that the company needed to be checked up in this matter?

A. I can't say we had had any serious complaints. Any of the pieceworkers in that plant, or any of the time workers for that matter, if they are not satisfied can go to anybody they want to to make complaints. And, as a matter of safeguarding our right and privilege, we felt we should have a check on these prices before they were sent to the factory.

By Trial Examiner Batten:

Q. Had some of them actually complained?

A. With that many garments in a place the size of that, Mr. Batten, it is a very common thing that there may be some change necessary in prices.

Q. Did anybody complain to you?

A. Why, I am sure that they did. I have some—

Q. (Interrupting) Now, I don't want you to say you are sure unless you recall who they were and when it was.

A. I have in my desk some records of complaints we have had. A great many of them have been taken up and settled and they have never been written down.

By Mr. Leary:

Q. Were not the operators satisfied with the piecework prices when they were being set by members of their own union?

A. Not entirely. We are all human beings and can [fol. 539] make mistakes setting prices, especially if you have a new type operation. In that case it is rather impossible that anybody would just set a price there and know that was going to be absolutely right. On the whole I would say we do a very good job of it.

Q. Isn't it true, Miss Witness, the setting of the piecework prices is perhaps the most important thing the individual operators have to bargain for with the company?

A. I guess you are right.

Q. It is a constantly recurring situation, is it not, and it is a daily happening, that piecework prices will be changed? A. No, sir.

Q. Isn't it true that Mrs. Nichols and Miss Spalito spent all of their time adjusting piecework prices, and so forth?

A. No, sir.

Q. What proportion of their time would you say they spent setting piecework prices?

A. It takes most of their time doing that work. That is what their work is. That is what they are employed for. I don't know what the percent is. Sometimes they might not be as busy as others. I can't tell you the percentage.

Q. Who represents the company in setting the prices?

A. Other than Mrs. Nichols and Miss Spalito being hired by the company nobody represents them.

Q. And you represent the union yourself?

[fol. 540] A. Yes, sir. There is never any hesitancy on any operator's side, if she isn't satisfied she doesn't hesitate to say so, I am sure.

Mr. Leary: I move to strike the last part of the witness' answer, Mr. Examiner.

Trial Examiner Batten: It may be stricken.

Mr. Leary: Did you have any open meetings of your organization to discuss the certain provisions of the supplemental agreement identified as Board's Exhibit No. 7?

A. Not before it was signed. It has been thoroughly discussed with departments or groups of departments since then.

Q. Did you discuss it with any groups of employees prior to the time it was signed?

A. Yes, sir. Do you want any explanation of it?

Q. No, I do not, not right now. Who were the persons who you talked to personally?

A. The executive committee of the Donnelly Garment Workers' Union.

Q. Did you in your capacity as chairman of the executive committee discuss the provisions of your proposed supplemental agreement with any employees or groups of employees prior to June 22, 1937?

A. That was thoroughly discussed by the committee—not at a general meeting, no, sir.

Q. Did you give the employees any opportunity at all to have any say-so in what they desired to be included in the supplemental agreement? A. Yes, sir.

[fol. 542] Q. What opportunity did you give them?

A. We have always tried to keep the members of the Donnelly Garment Workers' Union informed as to these activities or something that we are working on so that if they have any suggestions they might make them. I don't know when they did it.

By Trial Examiner Batten:

Q. Will you tell me what you did to advise the employees that you were going to make the supplemental contract? A. I have no doubt—

Q. (Interrupting) I don't want any doubts. Tell me what you personally did.

A. I have talked to any number of individuals.

Q. How many, off-hand, would you say you talked to before the supplemental contract was entered into?

A. I think that was an important as that to us, I no doubt would have discussed it with numerous. I would say probably hundreds of people. I don't know whether the minutes will show—

[fol. 543] Q. Now, just a moment. You discussed it with them before the supplemental contract was signed?

A. As we were working on it, I mean. I never did have a general meeting.

Q. Now, just a moment. As you were working on this you discussed it with several hundred employees?

A. Different phase of it.

Q. Now, over how long a period were you working on this?

A. I would say that I know we were working on it better, the better part of a month, and even before our working agreement was signed, we were thinking of it and trying to formulate in our minds what should go into this other agreement.

Q. Well, now, was it over a month that you talked with several hundred employees about it? A. Yes, sir.

Q. How many hundred would you say?

A. I have no idea.

Q. Well, can you give me any idea? Was it 200 or 500 or 800?

A. Well, where you would be with a group of people, there might sometimes be one and might sometimes be six or eight or ten that would be interested in talking about the thing. I couldn't give you a definite figure on how many.

Q. Well, I am asking you, was it 100, more than 100?

A. I am sure that it was.

Q. Was it more than 200?

[fol. 544] A. Well, I couldn't—I don't know that I could sit here and name 200 people, but I surely feel like I am justified in saying more than 200.

Q. Was it more than 300? A. I don't know.

Q. Well, would you say more or less than 300?

A. I don't know, Mr. Batten. I think I could safely say between 200 and 300 people that I have discussed that with.

Q. Now, during this month, where did you talk to 200 or 300 people?

A. Well, if you were with a group of people, having a party, that the topic of conversation with employees of that plant at that time and members of our union would be what we should do about this.

Q. Well, did you talk with the two or three hundred at a party? A. No, not as a whole group of people.

Q. Well, tell me where you did.

A. Whenever we have a party there is all the way from 1,000 to 3,000 people there.

Q. Where did you talk with the two or three hundred people?

A. I would say some time around the plant. Some-time I met socially with them. Sometimes I would go to a



numbers of people called me on the phone and talked to me about it.

[fol. 545] By Mr. Leary:

Q. Do you know whether any of the employees gave you any suggestions as to what should be included in the supplemental agreement?

A. There were numerous suggestions made.

Q. What, if any, were some of the suggestions made?

A. Well, there was quite some discussion of various ones, and comments by various ones of what our minimum wage scale should be.

Q. And what did you decide it should be?

A. Our minimum wage scale, as you will notice in our working agreement, calls for \$15. I don't know just where the idea originated that that agreement should read \$16.50 in that supplemental agreement.

Q. Now, when you refer to your original agreement, do you mean Board's Exhibit 6?

A. I don't remember the number on it. Yes. This calls for \$15. We all felt that the company was probably able to pay more than that, and, at least, we could ask for it, and in the working out of this supplemental agreement, we established a \$16.50 minimum.

Q. And you agreed that on May 27th that the minimum would be \$15; is that correct? A. Yes, sir.

Q. Now, what did you agree the minimum would be in your supplemental agreement of June 22d?

[fol. 546] A. \$16.50 for an absolute minimum.

Q. Well, referring particularly to your minimum wage, was that—what are the circumstances leading up to the change in your minimum wage on June 22nd, when less than a month before you had established a minimum wage?

A. Well, we felt like there wasn't any harm in asking for it, and if we could get it, we would be glad to have it.

Q. You were cognizant of the fact, were you not, that you had agreed to work with a minimum wage for two years, beginning May 27, 1937?

A. I believe that is worded "Unless there is some change demanded by the other party." I am not positive about that.

Q. To what clause of the contract identified as Board's Exhibit 6 are you referring?

A. That wording is not in that agreement. That was [fol. 547] my mistake.

Q. Now, then, who was it who suggested that you ask for a \$16.50 minimum?

A. I don't remember where that came from. Mr. Tyler and I have had some discussions as to whether he did or I did, or whether I said that some of the operators mentioned it. We never have agreed on who originally thought of it.

Q. What was the purpose of asking for a \$16.50 minimum?

A. The purpose of asking for a \$16.50 minimum?

Q. Yes. Why did you select \$16.50 rather than, say, \$16 or \$17?

A. As I recall, my memory is correct, there had been an article in the paper that evening that the International were going to get \$16 for it, and we thought if we could get \$16.50, we would do it, and we did.

Q. Without any difficulty at all?

A. Well, we had a little difficulty over it, but got it.

Q. What difficulty did you have?

A. Well, from \$1.50 more, more than they had guaranteed in the first place to give us, was quite a little money.

Q. What difficulty did you have?

A. Well, I don't know what you mean by "difficulty" in that sense.

Q. Well, did you go through any bargaining process with Mrs. Reed in order to get this \$16.50 minimum? [fol. 548] A. Absolutely.

Q. All right. What were the things that you asked for in addition to this \$16.50 minimum when you went in to bargain on your supplemental agreement?

A. Holidays, pay for holidays for pieceworkers who previously had not been paid for these holidays.

Q. Did you get that? A. Yes.

Q. And you asked for the \$16.50 minimum, and you got that, did you? A. Yes, sir.

Q. Did you ask for anything else that was different from the conditions of employment of the plant?

A. We asked for classification of our operators, and if,—as you no doubt have seen, this is worked out in quite

some detail, and it gives you a grouping here with a higher guarantee than \$16.50 for a major portion of our operators.

Q. Well, is it true that the company had no groups of operators for salaried purposes or pay purposes prior to the June 22d supplemental agreement?

A. I don't believe they had ever been divided into groups.

Q. And what information—strike that, please. Who was it who prepared those groupings?

A. There was a great deal of work that was done by the committee, with Mr. Tyler's assistance. The information as to the factory for that, he would not be familiar with, came from the committee. The technicality of it was his suggestion, and it is his formation.

Q. And when you had all your groupings prepared, did you present them to Mrs. Reed?

A. After we had worked on it for some time, and rearranged it a great many times.

Q. What, if any, changes were made in the supplemental agreement you presented first to Mrs. Reed?

A. I don't believe I remember the details of those changes, Mr. Leary. We worked with this thing so long.

Q. How long did you work on it with Mrs. Reed?

A. Well, I believe the first meeting we had with her about this was in Mr. Tyler's office.

Q. On what date, approximately, was that?

A. I don't remember just now. I remember it was an awfully hot afternoon and we were there quite a long time. I don't remember the length of time.

Q. Did you present your proposed supplemental agreement to Mrs. Reed on this occasion? A. Yes, sir.

Q. And then what did she say?

A. Well, she considered this agreement at quite some length, and I think, particularly, this holiday part and this minimum for all employees, of \$16.50.

[fol. 550] Q. Now, how long after you presented this agreement to Mrs. Reed was it signed?

A. I don't remember, Mr. Leary.

Q. Haven't you any idea at all?

A. It seems to me in substance, not, now, just the way this is now, that we discussed it with her two or three days, or a day or two, before this agreement was signed.

Q. Now, what, if anything,—

A. (Interrupting) It was signed in Mr. Tyler's office.

Q. What, if anything, did you ask for in the supplemental agreement proposed by yourself that is not contained in the agreement which was signed by the company?

A. What did you say?

Mr. Leary: Read that question, please.

(Whereupon, the question was read by the reporter.)

Trial Examiner Batten: In other words, was there anything that you asked for that you didn't get?

A. Yes, there were. The major thing we are asking [fol. 551] for, the difficult [thin], or the major thing was these guarantees. Now, I don't know in substance—

Q. (Interrupting) In substance, you got everything that you demanded; is that it?

A. Yes, I believe that is right.

Q. In other words, there might have been some differences in the details? A. That is right.

Q. But, in substance, you obtained what you asked for?

A. That is right. Not by merely asking, but by discussing.

Q. Well, whatever the process was, you got it.

A. That is right.

By Mr. Leary:

Q. Now, were there any things that Mrs. Reed wanted contained in that agreement which are not in the agreement? A. I don't recall at the present time.

Q. In substance, then, there are none that she wanted in that that are not in there now?

A. There are none she wanted in that are not in there now.

Mr. Shepard: The witness said she can't recall.

A. (Continuing) I don't recall Mrs. Reed, her personal comments on this. I know the things we were definitely concerned about getting. Now, if there were things that Mrs. Reed wanted in there, she would have to answer that question herself.

[fol. 552] By Trial Examiner Batten:

Q. Well, was there any one thing in this supplemental agreement that was originally proposed by Mrs. Reed and incorporated in the agreement?

A. Yes, I think, Mr. Batten, this agreement is worded—

Q. (Interrupting) Well, now, read it over and tell me. A. I can't tell you the details of it.

Q. I want to know any one point. I don't care about the wording of any one point. This agreement covers a certain number of points, doesn't it?

A. That is right.

Q. Vacations, and so forth. Now, you look through there and tell me one of those subdivisions or main points that was proposed by Mrs. Reed and incorporated in the contract.

A. I can't give you those details. There are so many here that I think look like things that she would have been—would have demanded, but I am not positive about it.

Q. Well, then, your answer in substance, is that you can't say. Is that right?

A. That is right.

By Mr. Leary:

Q. Well, in order to obtain the \$16.50 minimum per week of 40 hours, did you have to make any concessions to the company?

A. Did we have to make any concessions? I don't think I know what you mean by "concessions".

Q. Well, if you had asked for \$20 per week minimum, [fol. 553] and a 30-hour week, would it not have been a concession for you to work 40 hours a week at the same minimum? Now, do you understand what a concession is?

A. Yes, I do. I believe that—doesn't our working agreement call for a 40-hour week?

Q. I merely used that as an example, Miss Todd. What concession, if any, did the union make to the company in order that they might obtain the \$16.50 minimum per week of 40 hours?

A. We didn't have in mind making any concession. I don't recall that we did.

Q. I want to know, Miss Todd, what, if any, bargaining took place between you and the company.

A. I don't know whether I use the word "bargaining" in the sense that you use it, or not. Maybe I am using the word "discussion."

Trial Examiner Batten: Well, bargaining, Miss Todd, in simple words, means, did you do any horse trading.

By Mr. Leary:

Q. Did you give and take with the company?



A. In working out this agreement to the satisfaction of both, there were changes, minor changes, in this agreement, yes. I don't know whether "Yes" is the word I should answer that question, or not, with, but this agreement was not just written up and handed over, and they signed and said "We are just thrilled to death to do it." [fol. 554] There was a great deal of discussion about it before it was signed.

Q. You remember there was a great deal of discussion, do you? A. I certainly do.

Q. Do you remember any matters that you discussed?

A. Yes, each step of that thing was discussed; Mr. Leary, in detail.

Q. Now, will you explain any bargaining that went on between yourself and the company?

Mr. Lane: Now, if the Examiner please, I submit that calls for a conclusion and I think the witness said there was a great deal of discussion pro and con, back and forth, about the terms, and that constitutes a part of it.

Trial Examiner Batten: Well, of course, I will agree with you this far: that there is some difference of opinion as to what bargaining is. I think if the witness will tell, the unfortunate part about it, Mr. Lane, is that the witness just can't tell us what the discussion was.

Now, she said there was a lot of discussion. That doesn't mean anything. Now, if she could remember what, as usually is done in these matters, she could tell what she said, what Mrs. Reed said, what the other members said, but she can't remember what anybody said. So I can't accept her statement that there was any discussion, when she can't remember anything, even if it was 2 years ago.

[fol. 555] The Witness: Mr. Batten—

By Mr. Leary:

Q. You may state, Miss Witness, any discussion that took place.

A. I did say, or try to say, that each step of this agreement was discussed.

Trial Examiner Batten: But, Miss Todd, there is the point where I would like to ask you a question. Now, that

doesn't mean anything unless you can tell in substance, at least, what you said and what Mrs. Reed said, who was another very important party to this transaction, or what the attorneys said. You can't tell us anything about it.

A. Well, I don't know, Mr. Batten. This agreement was primarily drawn up by the Donnelly Garment Workers' Union with the assistance of our attorneys, and we would naturally have been presenting this to her as it was written.

By Trial Examiner Batten:

Q. I know all that, but, Miss Todd, my point is this: that if I attended the meeting, at which I entered into a contract, and I were to enter the organization, even if it were two years ago, a matter of wages and working conditions, I would have some idea about what took place at the meeting. At least, I would remember what I did and what I said. Now, you don't seem to have any recollection of it.

A. Well, I certainly will never forget that meeting. Now, as to going in and telling—I seem to be in this [fol. 556] position: that if I say I said such-and-such a thing on that day, then I am to be asked something about this, and if—I couldn't word a thing that I said on that day like that now.

Q. Miss Todd, I am asking you, in substance, what did you say, if anything?

A. That this was what we had prepared; not this particular paper, but a similar paper, and we would want to offer it to her for her consideration.

Q. Well, now, just—

A. (Interrupting) And these are the things that were demanded—

Q. (Interrupting) Just a moment. Are you the one that offered her the paper?

A. I don't think that I did. I think—

Q. (Interrupting) Who did?

A. I think Mr. Tyler did.

Q. Well, are you sure that you didn't?

A. Yes, I am quite certain that Mr. Tyler read this to Mrs. Reed. I know I am right about that.

Q. Now, at any point in this conference, did you say anything at any time?

A. Yes, Mr. Batten. I had a great deal to do with the conversation. It was a general discussion of the people that were there.

Q. Well, now, tell me now some of the things that you said.

[fol. 557] A. Well, I just don't know how to tell you any further than that; discussing each point of this contract is what went on, at that meeting. I don't know how to tell you any different.

Q. Did you discuss each point?

A. I don't know that I discussed each one, but I took an active part.

Q. Did you discuss any one of the points that you recall?

A. I surely did. I think I probably discussed,—I think I probably should say, then, that I particularly discussed with her these piecework guarantees. Now, there were operators there, and they may have said something, too. No doubt they did.

Q. Now, Miss Todd, "may"—of course, "may" anything. I don't want what may have happened or what might have happened. If you don't know anything about this meeting, just tell me you don't remember anything about it, and we will let it go.

A. I just told you, Mr. Batten, that I could never forget that meeting the longest day I live.

Mr. Ingraham: Just a moment—

Trial Examiner Batten, (interrupting): Tell me what you remember about it.

A. I don't seem to know how to tell it.

Mr. Ingraham: If your Honor please, I want to except to your remarks. This witness hasn't said she knows [fol. 558] nothing about this meeting. She said they discussed every single point.

Trial Examiner Batten: I said as to specific things that transpired at the meeting. Now, when she says she discussed everything, Mr. Ingraham, surely you don't think that means anything from the standpoint of evidence, do you?

Mr. Ingraham: I certainly think when she says they discussed every point, that that is about as far as anybody can go. You mean that she is to tell some conversation?

Trial Examiner Batten: No, but I think that a person who attended one of these bargaining meetings, if that is all she can tell about it, I think she has a very, very faint recollection of what happened, not sufficient to accept in any way, in any form, as evidence of anything.

Mr. Ingraham: I except to your Honor's remarks.

Trial Examiner Batten: You may except, but I am saying that I don't think it amounts to anything.

Mr. Tyler: The intervener wishes to except, also, and calls your Honor's attention to the fact that this meeting occurred more than two years ago, attended by many people, that the results of it were crystallized in written form, which is the summary of the witness' memory of what was done; that there is no provision or presumption that she doesn't remember conversations connected with it, any further than that, that her evidence is, you say, worthless.

[fol. 559] If the court will recall, she has testified that these demands were submitted as demands of the union.

Trial Examiner Batten: Well, of course, my only position about this witness is this: that either she has an extremely poor memory or else she doesn't want to remember some of these things. Now, you may take exceptions to that, because that is clearly, Mr. Tyler, my impression thus far of this witness' testimony, and I think, as the Examiner in this hearing, I have a perfect right to express such an opinion, and instead of expressing it in my report, I express it now so you may take the necessary exceptions to it.

Mr. Ingraham: Respondent excepts to the remark.

Mr. Tyler: The intervenor excepts.

Mr. Ingraham: As highly prejudicial.

Trial Examiner Batten: Well, if it is incorrect, I think it is, Mr. Ingraham.

Mr. Ingraham: I think it is incorrect.

Mr. Stottle: Mr. Examiner, I doubt if anyone present could state what question Mr. Leary last asked, and that occurred less than an hour ago.

Trial Examiner Batten: Mr. Stottle, I think the record will clearly indicate what everybody's position is, what questions were asked and what the answers are. Of course, if it is prejudicial, the record will bear it out.

\* \* \* \* \*

[fol. 567] Mr. Leary: I show you what has been marked for identification, Miss Witness, as Board's Exhibit 10, and ask you if that is a copy of extension of agreement between the company and the Donnelly Garment Workers' Union?

[fol. 568] (Thereupon, the document above referred to was marked as "Board's Exhibit No. 10" for identification.)

A. Yes.

Mr. Leary: The Board offers its Exhibit 10.

Trial Examiner Batten: If there is no objection, it will be received.

(The document heretofore marked as "Board's Exhibit No. 10" was received in evidence.)

Trial Examiner Batten: Is that a supplemental contract?



Mr. Leary: Yes, that is entitled "Extension of Agreement", having been signed June 2, 1939.

[fol. 569] Q. Did you sign any agreements with the company during the year 1938, Miss Witness?

A. I think not.

Q. The only ones you have signed are the ones that you signed on May 27, 1937, and June 22, 1937?

A. That is right. Using the word "agreement" as our original agreement?

By Mr. Leary:

Q. Do you remember, Miss Todd, going to St. Joseph, Mo., in May, 1937? A. Yes, sir.

Q. On what business was that trip made?

A. To explain to the employees working in part of the plant that was operating in St. Joseph that the employees in Kansas City had organized an employees' [fol. 570] union, and asking them if they cared to join.

By Trial Examiner Batten:

Q. You have a branch plant there, is that it?

A. We did at that time, Mr. Batten. The company was operating, I don't remember how many machines, but it was a small place there.

Q. Do you remember approximately how many employees there were at that time?

A. I think there must have been around 75. I do have a record of that some place.

Q. Just roughly.

A. I think, 75, 80, or something like that.

By Mr. Leary:

Q. Did you hold a meeting with those employees?

A. Yes, sir.

Q. When did you leave Kansas City on that trip?

A. I think, Mr. Leary, it must have been probably 1 o'clock or 1:30, something like that.

Q. When did you return?

A. I returned that evening sometime.

Q. That was not on a Saturday, was it?

A. No, it wasn't. I don't remember the day. I have a record of the date, but I don't remember the day. I think I ate dinner in St. Joseph and came back that evening.

Q. Did you obtain permission from the company to leave your work that day?

[fol. 571] A. I don't recall. I don't think I ever leave the plant without asking to go. I am not in the habit of leaving the plant without saying I want to get away for a while.

Q. Well, did you do it on that day?

A. I must have, Mr. Leary. I don't think I would ever leave the plant without asking to leave.

. . . . .

[fol. 572] Q. Do you know whether your pay was docked by the company for that afternoon you were gone?

A. I don't recall that it was. I don't imagine. When I am asked to leave, I would always explain why I was leaving. I don't remember.

Q. I don't understand your answer. Do you know whether your pay was docked or not?

A. I do not, no.

Q. Would that be indicated on the payroll records of the company?

A. I presume so, but I don't know about that, either, Mr. Leary.

Q. Your union at one time or another had membership pins or buttons, didn't they? A. Yes, sir.

Q. Was an opportunity given to the employees to see the pins before they bought them? A. Yes, sir.

Q. Where were the pins displayed?

A. On the seventh floor.

Q. Where on the seventh floor?

A. Well, I believe it was on the north wall, just inside [fol. 573] the door.

Q. Is that a bulletin board? A. Yes, sir.

Q. A company bulletin board?

A. I don't know whether it is a company bulletin board or whether it belongs to the building. It is a bulletin board.

Q. But the company occupies the entire seventh floor, do they not? A. Yes, sir.

Q. Who puts the pins on exhibition there?

A. I don't remember, Mr. Leary. I might have put them up, or Marjorie might have. I don't remember who put them up.

Q. And then, who was—what method was followed to determine what pins the employees desired to have?

A. I remember of announcing at a meeting that the pins would be displayed on the seventh floor, and that the employees could make their choice known. The manner in which it was done?

Q. Yes. A. I don't recollect.

Q. Did you ever take any vote on what pin you wanted to select as your union pin?

A. In some manner we did, because I remember very definitely stating that whatever the majority selected, that decision would be abided by.

. . . . .

Q. What was your custom of notifying members or [fol. 574] employees of meetings of your organization?

A. By sending a notice around to the different departments.

Q. What kind of a notice; an I. D. M.?

A. I don't know that you would call it an I. D. M. I would refer to it as a notice.

Q. Would it be an I. D. M. form?

A. We do not have any I. D. M. forms that belong to the union.

Q. The company has, do they not?

A. It would be a piece of note paper, Mr. Leary.

Q. Who customarily prepares those notices?

A. Our secretary.

Q. Under your instructions?

A. Yes, sir. Well, unless it would be a request by somebody else, but if I am calling a meeting, I would instruct her to prepare them.

Q. Then how is the notice passed around through the plant?

A. By a pick-up system that is operated in the plant. It is just, you might call it a post office system, if you want to refer to it that way. There is a box on a lot of desks.

Q. Is that where these messenger boys you are talking about came in?

A. That is all they do; yes, sir.

Q. And those notices would be put, say, in your out box or in Marjorie Green's out box?

A. That is right.

[fol. 575] Q. And then the messengers would pick them up and take them to the various departments?

A. That is correct.

Q. When you prepared notices of your meetings, do you prepare one copy for each department?

A. I usually try to.

Q. And then, to whom in the department does the notice of the meeting go?

A. To the department. If I was sending it to Section 517, for instance, I would write "517" on it.

Q. And who in 517 gets the mail?

A. Well, the thread girl usually picks up something like that and would give it to the operator and pass it through the section. They would pass it from one to the other.

Q. Do you ever post notices of your meetings?

A. I sometimes do in addition to that, probably post the same notice.

Q. Where do you usually post it?

A. In the bulletin boards, on the different floors.

Q. Are there in your recollection now, bulletin boards on each of the floors that the company has?

A. Most of them, Mr. Leary. I think not on all of them.

Q. Where are those bulletin boards? Are they in the main corridors?

A. Usually just inside the door from the hall.

[fol. 576] Q. Has the company ever reprimanded you for posting notices on the bulletin boards?

A. No, Mr. Leary. The bulletin boards are used by anybody that cares to use them.

[fol. 577] Q. Are you able to remember, Miss Witness, how long you continued to hold meetings of your general membership on the second floor of the Corrigan Building?

A. No, Mr. Leary, I am not. We did that as long as the Donnelly Company did not lease that floor. They have been held, since the company leased the building, on the first floor, but we pay rent for the use of that space since that time. I think I could get that information for you, but I don't recall just the date.

Q. By what arrangement did you use the space on the second floor?

A. By an arrangement made with the management of the building.

Q. Who was that in particular?

A. I believe at that time it was a man by the name of Meyers, but it is the Corrigan estate. Whoever operated that estate is who it was taken up with.

[fol. 578] Q. Who was it made arrangements with Mr. Meyers? A. Hobart Atherton.



Q. And you never paid the Corrigan estate any rental, did you?

A. We offered to, Mr. Leary, and they would not accept it. It was a vacant space, and they said, "Use it."

Q. The company leases, as far as you know, all of their property from the Corrigan estate, did they not?

A. As far as I know.

Q. Do you know or remember the occasion when you were notified that the second floor would no longer be available to you?

A. No, I don't. I expect I noticed that by seeing it was being occupied by someone else. I don't remember the definite time.

[fol. 579] Q. Then you began to use the first floor of the building, is that correct?

[fol. 580] A. After the Donnelly Garment Company had leased the entire building we began to use the first floor.

Q. By what arrangement did you begin to use the first floor?

A. By an arrangement with the Donnelly Garment Company.

Q. Did you enter into any agreement with them to lease the space? A. Yes, sir.

Q. What was the agreement?

A. It was an agreement with Mr. Green, I believe.

Q. Who is Mr. Green?

A. I have forgotten what official he is of the company. Mr. Ingraham can tell you. It shows on that agreement, too. I don't know what officer he is, I don't remember.

Q. Is he one of the executives of the company?

A. Yes, sir.

Q. What is his first name?

The Witness: What is Mr. Green's first name? (Addressing Mr. Ingraham)

Mr. Ingraham: Alec.

By Mr. Leary:

Q. Is there any written agreement with Mr. Alec Green?

A. I believe there is, Mr. Leary. I would have to look through the files. I think there is a letter to that effect. I remember talking to him, and I think there was also a letter.

[fol. 581] Q. That space on the first floor is in the form now of an auditorium, is it not? A. That is right.

Q. And it was not an auditorium prior to the time you began holding your meetings there, was it?

A. It was a sort of a vacant space then, just occupied for miscellaneous purposes, and it has since been built into an auditorium.

[fol. 584] By Mr. Leary:

Q. Whom did you say Miss Pilsbury was, the other day?

A. In charge of the designing department.

Mr. Langsdale: What department?

A. The designing department. That is S-p-i-l-s-b-u-r-y.

By Mr. Leary:

Q. Now, there is no Miss Pilsbury down there, is there?

A. No, sir. You misunderstood the name.

Q. Isn't it true, Miss Witness, that you paid no rental for your hall for meetings during the year 1937?

A. Mr. Leary, I think that is not true, and I can—we have checks and very definite records as to how long that rent has been paid, and it has been paid ever since the Donnelly Garment Company leased that part of the building. The dates I can't give you at this time, but I can give them to you if you care to have them.

Q. When was it decided, Miss Todd, to ask the company for a check-off system?

A. I have records on that, and I believe that it was when the union was about three months old. Now, I am not just positive whether it was the end of the second [fol. 585] month or the first of the third month, but we have records on that.

Q. You made no arrangements with the company, nor had any discussion with the company concerning the check-off prior to the time you wrote your agreement on April 27, 1937, and your supplemental agreement on June 22, 1937, did you?

A. I—in answer [—] the previous question, I think you will find it comes between those two agreements. April, May—I think it was either the last of May or the first of June, Mr. Leary. There are some records over there (indicating), if you care to have them.

Q. You began your discussion of it at that time, or entered into an agreement with the—

A. (Interrupting) I can't give you the date of the discussion, but I have a letter that—or I have a copy of a letter that will give you that information.

Q. The check-off has never been incorporated in your contract or agreements, has it? A. No, sir.

\* \* \* \* \*

[fol. 586] Q. Was this check-off system suggested by the company or was it suggested by the union?

A. It was—it began as a request of some of the members of the union.

Q. Who were they?

A. Well, I believe, I know the committee had discussed it with those members, and agreed that we would like to do it if they—if we could get the company to do it, and I believe Margaret Dulcumbier—may I be understood that these are names that come to me; that is the best of my recollection?

Q. Yes.

A. Lena Canady, Linda Crume, Charlotte Casey, Virginia Dare, Helen Walton, Ethel Carpenter.

Q. Are those the committee members that you are naming?

A. Dora Mattocks. No, I believe I did repeat one of the committee members' names there.

Q. Now, where did you talk to each one of these girls?

A. Probably around the building, Mr. Leary.

Q. Where in the building in particular?

[fol. 587] A. I don't know any place that I might have seen them; before work or at noon time, or as you were going or coming from the building.

Q. How do you remember definitely that you talked to Ethel Carpenter?

A. I have a very definite recollection. She is a rather positive person about things she wants and doesn't want. I remember talking to her about that.

Q. What did she positively say then?

A. Why didn't we do it some way to make it a little easier for us.

Q. Beg pardon?

A. Why can't we do it some way to make it a little easier.

Q. What was found difficult in the collection of dues?

A. It was difficult in this respect: that with that many members it takes quite a little time to collect that money and that small amount of money from each person.

Q. Didn't you have one person in each section to collect dues?

A. Yes.

Q. And who was that person, usually?

A. It was—I couldn't give you a list of those. I think I could refer to our records, I could, and give them to you, but it was a person that was appointed in each department.

Q. Who were they appointed by?

[fol. 588] A. I believe the committee of chairmen did that.

Q. They used to go through the section and collect the dues every once in a while; is that it?

A. No, sir.

Q. How did they used to do it?

A. Collect them at noon time.

Q. As a matter of fact, they were Loyalty League representatives, were they not?

A. No, sir, they were not representatives. It was just an individual selected, one in each department, to collect those dues.

Q. Well, these are the same girls who sold the union pins, are they not, in each section?

A. No, sir. The union pins were not sold in the sections at all. If anyone—my recollection of the union pins is this: anyone wanting them came to my desk and got them.

Q. Are you able to state, Miss Witness, any of the things that were mentioned to you about the check-off by these certain persons that you talked to?

A. Well, the thing that they were primarily concerned about, Mr. Leary, was in making it an easier plan to handle, and we spent a little money to have our dues collected, and not having very much money, we were interested in saving it, and that is what their conversation consisted of.

Q. You relate the conversation in substance of any one [fol. 589] girl in particular.

A. Well, I think my conversation with Ethel Carpenter was very much along that line. "Couldn't we find an easier way to do it and other people used to use the check-off system. Why couldn't we use it." I have had others ask me was it the right thing to do, having in mind that some one had advised them that it was not a correct thing to do.

Q. What was not satisfactory with the system of having a person in each department collect the dues?

A. We were more interested in saving a little money on that account than anything else. It was just the effort, and the little bit that we could save doing it in another manner.

Q. Isn't it true you used to give the people that collected dues free membership?

A. We allowed them their dues for collecting the dues, yes.

[fol. 597] Q. Do you remember talking with Mrs. Reed about the arrangement by which you would work part time for the company and part time for the union?

A. To spend whatever time, as I recall it, was necessary for my work with the union.

[fol. 598] Q. Was that the arrangement you made with Mrs. Reed?

A. No. That was the discussion. And then, with our committee discussing it and deciding it would not be necessary to spend any company time if I would be willing to spend my own noontime was the arrangement that was made, that I would do my work before and after working hours and at noontime.

Q. Why was it necessary to discuss the employment by the union of yourself with Mrs. Reed?

A. Because she was wondering if I was going to be working for her full time, or whether I would be working for the union.

By Trial Examiner Batten:

Q. Miss Todd, in this Board's Exhibit No. 9-1, if you will read it, there is a statement here as follows: "The suggestion was made that the Donnelly Garment Workers' Union employ Miss Todd's services part time, the company to retain her as an employee the balance of the time." Is that correct?



A. There was a discussion, Mr. Batten, but the decision that was reached by the time we had gotten into it a little was that I wouldn't need to work.—

[fol. 599] By Mr. Leary:

Q. What, if any, follow-up was made of that suggestion, Miss Todd?

A. The final decision being it was not necessary for me to work part time, that I would do my work at noontime for the union, and before and after work.

[fol. 615] Mr. Leary: Who was it selected Josephine Spalito and Mrs. Nichols to be on the price-fixing committee?

A. That is their work, Mr. Leary. They are employed by the Donnelly Garment Company, and at a meeting of the chairmen—Do you want me to find the place? I couldn't find it the other day, but it was the meeting of June 3. At that meeting it was discussed what would be the best manner in which to handle this, and that was the decision that was reached. The exhibit is marked 9-18. It was agreed on by the committee of chairmen.

[fol. 619] Q. Do you accept into membership all of the instructors of the company? A. Yes, sir.

Q. Do you know what the basis of pay to instructors and inspectors is?

A. Approximately. I know what our guarantee is, that our contract calls for.

Q. Is it a weekly salary or a piecework proposition with them?

A. With the instructors it is a weekly salary. It is with the examiners, too.

Q. You mean the inspectors? A. Yes, sir.

Q. Do the thread girls get weekly salaries, too?

A. Yes, sir.

[fol. 621] Q. What employees of Donnelly Garment Company do you exclude from your union?

[fol. 622] A. Department heads and people with the power to employ and discharge.

Q. Who are the department heads that you can remember who are excluded?

A. And the officials of the company, too.

Q. Yes. Will you name the department heads and the departments of which they have charge?

A. Mr. Keyes, salesmen. Mrs. Stephenson, credit department. Mrs. Reeves, merchandising department. Dewey Atchison, production department. Mrs. Pillsbury, designing department. And Mr. Batty and Mr. Green.

Q. What is Mr. Batty's title?

A. Production manager, I think. And Ella Mae Hyde—  
Mr. Langsdale; Who was the [only] following Mr. Batty?

A. Mr. Green.

[fol. 623] By Mr. Leary:

Q. What is Mr. Green's position?

A. I don't know, Mr. Leary. He is an official of the company. I don't remember the office.

Q. Did you mention Ella May Hyde? A. Yes, sir.

Q. What is her position?

A. In the employment department.

Q. Are any others excluded?

A. It seems to me I have forgotten one other. Mr. George Barton.

Q. What is his position?

A. He is one of the representatives, sales representatives, and some time back was an officer in the company. I don't remember how long ago. It seems to me there should be one more, that I am forgetting. I don't recall it now, but if I do, may I refer you to it after lunch?

Q. All right. Is everyone in the cutting department in [fol. 624] your union? A. Yes, sir.

Q. Who is the top man in the cutting department?

A. Ted Scoles is the top man in the department proper, but his work is directed by Mr. Batty.

[fol. 630] Q. Showing you, Miss Witness, Board's Exhibits No. 1-0000, is that not the original of the amended petition for investigation and certification of representatives pursuant to section 90C of the National Labor Relations Act which was signed on June 2, 1939, by the Donnelly Garment Workers' Union by Rose Todd, chairman of the executive committee? A. Yes.

Q. And you are the Rose Todd who signed that original petition? A. Yes, sir.

Q. Now I direct your attention to the portion of the exhibit entitled Classification of Employees in Such Unit, giving approximate number of employees in each department or class, and call your attention, first, to operators, 642. All of the operators are under Mr. Batty, are they not?

A. Yes, sir.

Q. Next, Miscellaneous Pieceworkers, 82. Are they not under Mr. Batty?

A. I think they are. Now, I am not positive about the ones in the notions department.

Mr. Lane: Mr. Examiner, I submit there is a better source of this information than this witness. If information is what they want, I think it is improper to ask this witness as to details of the different employees.

Trial Examiner Batten: She has been asked a good [fol. 631] many questions about such things. I think she may answer, if she knows. I think she said in the first part of her testimony that she daily went over the plant, so I think she should have some knowledge of it.

Mr. Lane: I object to it as not the best evidence.

Trial Examiner Batten: I will overrule the objection.

A. I think these people are under Mr. Batty. There might be some few exceptions in the notions department. I am not positive of how all of that might be tabulated in their accounting system.

By Mr. Leary:

Q. That is, the miscellaneous pieceworkers group?

A. To my judgment, they are.

Q. The hand ironers, 77.

A. They would be.

Q. Folders, 11.

A. They would be.

Q. Examiners, 41.

A. Yes, sir.

Q. And by "examiners," Miss Todd, do you mean inspectors?

A. Inspectors. And I see I made a mistake in my number awhile ago.

Q. Cutting department, 44?

A. Yes, sir.

Q. Dividers, 15.

[fol. 632] A. Yes, sir.

By Trial Examiner Batten:

Q. What do you mean by "dividers"?

A. The persons who divide our work into bundles preparatory to sending it to the plant for sewing purposes.

Q. In other words, they make up the bundles that go to these different sections?

A. That is right.

By Mr. Leary:

Q. Instructors and work distributors, 44.

A. Yes, sir.

Q. And by your answer "Yes, sir," you mean they are under Mr. Batty, do you not?

A. Yes, sir.

Q. Mechanics and helpers, 14, are they under Mr. Batty?

A. I think they are.

Q. Designing and pattern workers, 40.

A. I think they are not.

Q. Under whom are they?

A. My observation would be that they are under Mrs. Spilsbury.

Q. Mrs. Spilsbury, in turn, under Mr. Batty, do you know?

A. I believe Mrs. Spilsbury is under Mrs. Reed.

Q. Bundle boys, 11.

A. I believe they are under Mr. Batty.

Q. Clerical, 62.

A. I am not able to state about that.

Q. By clerical you mean the office staff?

[fol. 633] A. And it might mean some in connection with the plant. I can't tell you about that, Mr. Leary. That might be divided.

Q. Does the company have an office manager?

A. I don't know. Mr. Bachofer is there, but I don't know if they term it that way.

Q. Miscellaneous time workers, 60.

A. Now, I think part of those would be under Mr. Batty and part not. I can't tell you definitely.

Q. By time workers, you mean persons on a salary, do you not? A. Yes.

Q. As distinguished from girls and men on piecework basis? A. That is as I understand.

Q. Generally what do you include in that category as miscellaneous time workers?

A. I don't know, Mr. Leary. I cannot separate that for you. That would have to be done by the person who gave me this information.

Q. Who was it that gave you that information?

A. Miss Pauline Hartman, I believe.

Q. Who is Miss Hartman? A. She is in the office.

Q. Porters and maids, 20.

A. I don't know about that.

Q. Watchmen, 3.

[fol. 634] A. I can't tell you about those either.

Q. In what category are you included, Miss Witness?

A. I expect, in those time workers.

Q. Miscellaneous time workers, 60? A. Yes, sir.

Q. You wouldn't be possibly included in the designing and pattern workers, would you? A. No, sir.

Q. Will you explain any others, Miss Todd, who are not eligible for membership in your union than you have named previously in your testimony?

A. I have been trying to think. It seems to me there is just one other, Mr. Leary.

Q. By chance, is that Mr. Bachofer?

A. He doesn't belong, I O. I didn't mention him, but he doesn't.

Q. Might it be George Fitzgerald?

A. He does belong to our union.

Q. What is Mr. Fitzgerald's position?

A. He is in the advertising department.

Q. Who is the head of the advertising department?

A. I think he is.

Q. How many persons are in that advertising department? A. I don't know.

Q. Do all of the salesmen belong to your organization, [fol. 635] Miss Todd?

A. With the exception of Mr. Bacon.

Q. What is his first name, please? A. George.

Q. That is the one you stated was once an officer of the company, is that correct? A. Yes, sir.



Q. Is he what you would designate as sales manager?

A. No, I wouldn't.

Q. Is there a sales manager for the company?

A. I don't know, Mr. Leary. Mr. Keyes seems to have charge of the salesmen; I don't know whether they call him sales manager or not.

Q. Does your organization have as members all of the road salesmen of the company? A. Yes, sir.

[fol. 639] Q. Let us take in this same person with the \$18 guarantee, who worked during certain weeks only 20 hours, [fol. 640] but who during those 20 hours of work earned only \$9, or rather, \$8.50, on a piecework basis. What would be the person's pay check for that week?

A. I am not very good at mathematics.

Mr. Stottle: The respondent doesn't object to the witness telling what she can about that, but we do object to a witness trying to interpret a written contract, which is here in evidence, and—

Mr. Stottle: And allow those interpretations of a written contract to be deemed as binding on the respondent. We don't believe that is proper.

Trial Examiner Batten: Well, don't you think, Mr. Stottle, a person who is a party to the contract has a right to give their idea of how it should be interpreted; whether it is binding, I am not passing on that, but surely the person who signed it ought to be in a position to say what they think about it.

Mr. Leary: I will withdraw the question, if Mr. Stottle will point that portion out in the contract to me.

Mr. Stottle: I say, there is a written contract that provides, that all of that is provided about the guarantee.

Mr. Leary: Will you point that particular part out to me now?

[fol. 641] Trial Examiner Batten: The witness may answer the question. I have said she is qualified as a party to this contract to give her idea of what it is.

[fol. 642] Q. Well, are time workers, Miss Todd, paid when they are absent from duty?

A. A great many of them are, Mr. Leary. I am inclined to think that all of them are, but I couldn't answer that question truthfully.

Q. Are you, yourself paid when you are absent from duty? A. Yes, sir.

Mr. Ingraham: Mr. Leary, will you state what you mean by "absent from duty"? Do you mean by sickness or what purpose?

Mr. Leary: Well, for any purpose.

Trial Examiner Batten: What is it?

[fol. 643] Mr. Leary: I think for any purpose at all.

Trial Examiner Batten: Well, of course, I would suggest this, Mr. Ingraham: that if that question needs any further,—or there should be a further question asked, why, of course, the attorneys on cross-examination may inquire of the witness as to what she meant by it. If Mr. Leary wants the question to stand as it is.

[fol. 644] Q. Have you had the assistance of your advertising department, or, rather, the company's advertising department in the preparation of posters for your parties? A. No, sir.

Q. Have you had the assistance of the advertising department of the Donnelly Garment Company in any way in connection with your organization?

A. Only as some of the members may have donated some of their time to make some of those posters, some of the members of the union, but not made by the Connelly Garment Company.

[fol. 650] Trial Examiner Batten: Mr. Langsdale?

Mr. Langsdale: If—

Mr. Lane: Now, if the Examiner pleases, before Mr. Langsdale begins any examination of this witness, I desire

to object to counsel for the International Ladies Garment Workers' Union being permitted to interrogate this witness or to cross-examine this witness, for the reason that counsel for that organization, the claimant in this case, [fol. 651] have during the entire progress of this hearing sat across the counsel table from the attorneys for the Board, have continuously and constantly consulted with the attorneys for the Board, have been in numerous conferences with them, have passed notes back and forth across the counsel table, have participated in directing the course of the examination made by the Board's Counsel of this witness, to permit counsel for the International Ladies' Garment Workers' Union, which has shown itself to be so identified with the Board in this case, it being the complaining party, as to have a unity of interest and to be essentially the same as the Board in this case, for purposes of prosecuting this case, To permit counsel to interrogate this witness at this time would permit a double cross-examination by the same parties of this witness. This witness has, over our objection, been subjected to what we consider cross-examination for pretty nearly three days, and to now permit counsel for the International Ladies' Garment Workers' Union to take over examination at this point, and further cross-examine, or to cross-examine this witness at all, would be unfair to this witness, would be illegal examination and—

Trial Examiner Batten (interrupting): Now, just a moment. Whenever you say a thing is illegal, I want you to tell me why. I mean, I can't accept that.

Mr. Lane: On the ground that it is so far a departure from the rules of procedure and progress which obtain in [fol. 652] courts of law, and which should obtain in administration tribunals as to be a negation of the rules of fair play, as to deprive the intervener in this case of due process.

[fol. 653] Mr. Stottle: Respondent makes the same objection.

[fol. 654] Trial Examiner Batten: I think it is very clear the rules permit a party to call witnesses, examine them, cross-examine them, and take part in the proceedings.

Mr. Langsdale, you may proceed.

[fol. 655]

Cross-Examination.

By Mr. Langsdale:

Q. Miss Todd, you stated that prior to going to work for the Donnelly Garment Company you worked for Thornton and Minor? A. Yes, sir.

Q. That was a firm of physicians engaged in rectal surgery, isn't that correct?

A. Partially, Mr. Langsdale.

Q. That was the major part of their business?

A. Not the major percentage of it. That is not the thing I spent the major part of my time at.

Q. Are you a registered nurse? A. Yes, sir.

Q. From where did you graduate?

A. Research Hospital.

Q. When? A. 1918.

Q. Was any official of the Donnelly Company ever a patient of Thornton and Minor while you were employed by them? A. I don't recall that they were.

Q. Was Mrs. Reed a patient of Thornton and Minor while you were employed there?

A. I believe she was, but I don't remember—

Q. (Interrupting) Did you become acquainted with her while she was a patient there?

[fol. 656] A. To a very minor extent. I had forgotten all about it.

Q. And it was after that acquaintance that you quit Thornton and Minor went to the Donnelly Garment Company and secured employment?

A. It was following those years, but it had no bearing on that—

Q. (Interrupting) I am not asking you that. I am asking you, if it wasn't subsequent to your becoming acquainted with Mrs. Reed while you were a registered nurse that you quit that employment and went to work for Mrs. Reed. A. Yes, sir.

Q. Now, you were president of the Donnelly Loyalty League when the meeting of March 18 was called?

A. I was president of the Loyalty League on March 18, yes.

Q. Is that the day Mrs. Reed appeared before the employees and read a letter she had received from the International Ladies' Garment Workers' Union?

A. That is the day she appeared before the employees, and it is the day the letter was read.

Q. I believe you stated that you were responsible for calling that meeting of the employees?

A. I acted as chairman at that meeting. I don't know whether I stated I was responsible for calling the meeting [fol. 657] or not.

Q. Did you initiate the call?

A. I don't recall that I did.

Q. Do you know who did?

A. No, Mr. Iangsdale, I don't believe I could tell you. That was a spontaneous thing of employees, and I don't know that I recall who called me.

Q. Tell me what you mean by a spontaneous thing of the employees. They were all distributed about the plant, 1,200 of them, doing their work, weren't they?

A. Yes, sir.

Q. Then, someone said, "Let's call them together." Who did that?

A. I don't know.

Q. Who told you to take part in it?

A. I don't believe anyone did.

Q. You presided at the meeting? A. Yes, sir.

Q. As president of the Loyalty League? A. No, sir.

Q. Why did you preside at the meeting?

A. The only explanation I could have for that is that at a time like that, when people are distressed and wondering what could be done and talking about things that were happening about town, any one person or group of [fol. 658] persons would be apt to take an initiative in it.

Q. And that happened to be you.

A. That is why I got into it.

Q. You just happened to be the one who led the flock there and presided at that meeting?

A. I can't say I led the flock.

Q. You presided? A. Yes, sir.



Q. Did anyone tell you to? A. No, sir.

Q. You just went up and took the chair?

A. I don't remember how that happened.

Q. Did anyone tell you to?

A. I don't recall anyone telling me to.

Q. You didn't do it as president of the Loyalty League? A. No, sir.

Q. You were president of the Loyalty League?

A. Yes, sir.

Q. Was there any reason why you didn't call the Loyalty League together that day?

A. It didn't occur to me.

Q. That was a meeting of the members of the Loyalty League? A. They were employees.

Q. They were all members of the Loyalty League, were they not?

[fol. 659] A. Not all of them.

Q. Who was there who was not a member of the Loyalty League? A. I don't recall.

Q. Do you know of any one of them?

A. I wouldn't know, because my recollection of the members of the Loyalty League is they have to be employed 90 days before they become members, and there might have been a sizeable group of people there who were not members. That is purely a matter of choice, whether they belong or not.

Q. Can you name any one individual who was at that meeting who was not a member of the Loyalty League?

A. No, Mr. Langsdale. If I might refresh my memory later—

Q. I am asking you if you can now. If you can't, then you can refresh your memory. Can you tell me now?

A. I can't tell you now.

Q. Was Mrs. Reeves there?

A. I don't remember seeing Mrs. Reeves.

Q. Was Mrs. Hyde there?

A. I doubt that. I don't remember that she was.

Q. Was Mr. Batty there?

A. I don't remember seeing Mr. Batty.

Q. Was Mr. Green there?

A. I don't remember seeing him.

Q. Was any executive there, anyone you would call an executive?

[fol. 660] A. I don't believe I saw a single executive there.

Q. Was there any reason why no executive was there?

A. Not that I know of. Mrs. Reed was there.

Q. What was the purpose of calling the meeting on March 18?

A. Because the employees were becoming quite distressed about the threats that were being made against us, and because of the picketing, and so forth, primarily, at Twenty-sixth and Grand, the threats having been made that what they did up there was just a sample—after they organized these small places they were going to organize [fol. 661] us, and what they did up there was nothing to what they would do to us.

That was the primary reason that was called. And we were interested in knowing if Mrs. Reed was going to do anything to protect us. That was the primary reason for getting her down there at that meeting.

Q. I believe you stated when you were on your way to the meeting you saw Mrs. Reed come in.

A. That is correct.

Q. She wasn't at the plant, then, when the meeting was called? A. When it was called?

Q. Yes.

A. I don't know. I don't think she was, no.

Q. Then, how did you expect to find out from her when you called the meeting what she was going to do to protect you?

A. Maybe I didn't explain it correctly, or maybe you misinterpreted it. I believe I said I hoped we would be able to get an expression from her.

Q. Did you first ascertain whether she was at the plant before you called the meeting?

A. No. I think I saw Mrs. Reed as I came down on the elevator, or in the hall, when I came down to the meeting.

Q. On your way to the meeting? A. Yes.

[fol. 662] Q. You called the meeting to get an expression from Mrs. Reed as to whether or not she was going to do anything to protect your union, not knowing whether she was in the plant and available?

A. I am somewhat using Mrs. Reed's name as meaning the head of the company. We would have asked anybody, but seeing her, we asked her. But, also, we were interested in discussing what different things might mean to us, and all of this disturbance that was going on around town. It was a get-together of the employees.

Mr. Langsdale: Now, Miss Todd, you did say one purpose of calling the meeting was to find out what Mrs. Reed was going to do to protect you from all of this [fol. 663] rumored violence, is that right?

A. It is only partially correct.

Trial Examiner Batten: Is that much of it correct, Miss Todd? The question is, did you say that?

A. I said that, but I wasn't confirming my meaning to Mrs. Reed personally.

By Mr. Langsdale:

Q. When you got to the meeting you took charge, didn't you?

A. I did, I did.

Q. Did you call for a secretary?

A. I don't remember, Mr. Langsdale.

Q. Did you call a stenographer?

A. I don't remember whether there was a stenographer at that meeting or not.

[fol. 664] Q. Give us your best judgment of the time the meeting started.

A. I don't believe I could, other than that, Mr. Langsdale.

Q. You could say whether it was 2, 2:30, 3, 3:30, 4 or 4:30 couldn't you?

A. No. My best memory is it was late in the afternoon, but as to the definite time I can't give it to you.

Q. It was before the plant shut down, was it not?

A. I don't remember.

Q. Wasn't the power shut off for the purpose of having this meeting?

A. I don't remember that.

Q. Did the employees return to their machines after the meeting?

A. I don't remember that.

Q. Did you take it upon yourself to call a meeting while the plant was in full operation? Had the power been shut down without consulting any of the management?

A. I don't remember that I took the responsibility for calling that meeting.

Q. Was the management consulted about calling that meeting? A. I don't know.

[fol. 666] Q. Well, was anything done at all, any business transacted or anything brought up before the meeting before Mrs. Reed got there?

A. No doubt there was, Mr. Langsdale, but at the time, I don't remember. I don't remember.

Q. Why do you say "no doubt there was"?

A. Well, I just assume the meeting must have been opened, or something.

[fol. 668] Q. Well, did anyone suggest to you that you act as chairman?

A. They must have.

Q. Well, did they? Tell me.

A. I don't remember who did.

Q. You don't remember anyone who suggested that you take the chair? A. No, I do not.

Q. All right, now. The only thing you recall that happened before Mrs. Reed got to the meeting was that you did take the chair and you opened the meeting; did you? A. Yes, sir.

Q. You remember with what statement you opened the meeting? A. No, I do not.

Q. Did you tell them why the meeting was called?

A. I don't recall what I said at that meeting.

Q. Now, at that time did you know that Mrs. Reed had received a letter from the International Ladies' Garment Workers' Union? A. I did not.

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[fol. 670] Q. Was any rent paid down for the second floor that afternoon? A. I do not know.

Q. Now, that is the same floor that you used on the 27th of April, when you formed your union; isn't it?

A. Yes, sir.

Q. When Mrs. Reed got there, she immediately started to talk, did she?

A. I believe she did. I believe, I remember, I have stated previously that I asked one of the boys to get her.

[fol. 671] Q. Yes.

A. Asked her if she would come down and I believe I must have said "Mrs. Reed is here and we will ask her to talk to us."

Q. Well, did she start talking to you right away?

A. I don't remember that.

Q. Did anyone else talk before she did that you know of? A. I don't recall.

Q. All right. Now, how long did she talk?

A. She just talked a few minutes.

Q. Well, can you state whether it was five, ten, fifteen or twenty?

A. I think it couldn't have been more than between five and ten minutes.

Q. And when she got through—

A. (Interrupting) According to the comments she made.

Q. When she got through, did you adjourn the meeting?

A. I believe so.

Q. So the only business transacted at that meeting, so far you can recall, was the speech of Mrs. Reed?

A. That seems to be the only thing I remember.

Q. Now,—

A. (Interrupting) In detail.

Q. It was at this meeting that Mrs. Reed read the letter of March 9th which she had received from the Inter-



[fol. 672] national Ladies' Garment Workers' Union, was it?

A. That is that meeting where the letter was read.

Q. Do you know that she said she was not going to reply to it? A. No, I don't remember that.

Q. You say she didn't say that?

A. I didn't say. I said I don't remember.

Q. Do you remember that it was at that meeting that she said she wasn't going to permit any Dubinsky or any other "sky" to tell her how to run her business?

A. That is not what she said, Mr. Langsdale.

Q. What did she say that is similar to that?

A. She said she was not going to [—] any Dubinsky or any "butinsky" force her to do something that would force her employees to do something they did not want to do.

Q. Now, did she say what that was she didn't want them to force her employees to do?

A. I don't know that she said that, but we knew what she was talking about.

Q. Well, what did you understand her to mean?

A. I understood her to mean that she was not going to be forced into any labor organization that would force us to join against our own desires.

Q. Now, did she say at that meeting that there was not going to be any union in the Donnelly Garment Workers' Plant?

[fol. 673] A. She did not.

Q. You don't remember that?

A. She did not say that.

Q. You say positively she didn't say it?

A. I surely do.

Q. What else did she have to say about this one letter?

A. I don't remember any other details or comments about that letter.

[fol. 674] Q. Was that the first time you had seen Mrs. Reed, if you remember, on that day, March 18, 1937; I mean, the time that you saw her coming in while you were on your way to the meeting?

A. That I had seen her?

Q. Yes.

A. I might have seen her coming or going from work, I don't know.

Q. Had you talked to her? A. I had not.

Q. Had any of the employees, to your knowledge, talked to her?

A. I don't know that any of them had talked to Mrs. Reed.

Q. Do you know of any group of employees talking to Mrs. Reed on that day?

A. No. I was of the impression that day that that was the first I had known of her being in the building. If she had been in previous to that time I didn't know it.

Q. Let me ask you if you have read or heard read an [fol. 675] affidavit filed in that suit, signed by Nell Quinlan Reed, dated November 5, 1937, in which she stated, "In the first place, a group of employees—

Mr. Lane (interrupting): Just a moment. I am objecting, of course, to his reading the affidavit made in that trial as not being proper cross-examination of this witness and an improper way of trying to get that into this record.

Mr. Langsdale: Have you heard this part of Mrs. Reed's [fol. 676] affidavit read:—

Mr. Lane (interrupting): Just a minute. The witness' testimony, as I understand it, is she has not read or heard read any portion of that affidavit.

Trial Examiner Batten: Mr. Lane, there is no objection to asking her if she has? You don't mean this has anything to do with the evidence, because an attorney reads it in here? I suppose if you got up and read this whole case in here, line by line, then when you got through you asked the witness if she had ever heard it read before—It doesn't mean anything when the attorney reads it.

Mr. Lane: I object to it.

Trial Examiner Batten: You may proceed.

Mr. Langsdale: Let me ask you if you heard read in that lawsuit this part of Mrs. Reed's affidavit: "In the first place, a group of employees on or about March 18, 1937, came to my office and told me that all of the employees were going to meet and discuss ways and means to protect themselves against any assaults or acts of violence on

the part of the International Ladies' Garment Workers' Union."

A. I did not know that.

[fol. 677] Q. Did Mrs. Reed state at that meeting that the Donnelly Loyalty League was all the union the employees needed?

A. I don't remember that.

Q. Would you say she didn't say it?

A. I said, I don't remember that she said it. I don't remember hearing it.

Q. Did Mrs. Reed say at that meeting if any employees knew of any of her employees belonging to the I. L. G. W. U. she wanted that reported to her?

A. I don't remember hearing Mrs. Reed make a statement like that.

Q. Would you say she didn't make it?

A. I said I never heard a statement like that made by Mrs. Reed.

[fol. 678] Q. Did she say that she was going to make [fol. 679] plans which would prevent the unionization of her shop?

A. I don't remember that.

Q. Did she say she had called you all together to say, "If we would stand by her she would stand by us?"

A. I don't remember a statement like that.

Q. Would you say she didn't say it?

A. I said I don't remember a statement like that.

[fol. 680] By Mr. Langsdale:

Q. When you first came back to this plant in 1933, my recollection is not clear as to what you said you started to do.

A. My memory is that I was a thread girl in one of the sections over at the building at 26th and Walnut.

Q. Now, when was that?

A. It was,—I don't remember the date, Mr. Langsdale. It was in 1933, in the summer.

Q. In the summertime?

[fol. 681] A. Yes, sir. The weather was still hot.

Q. And how long did you remain there?

A. I don't know.

Q. Did you attend a meeting of the International Ladies' Garment Workers' Union held at the Musicians Hall on Washington Street, in 1934?

A. I attended one meeting over there, and I don't remember the date.

Q. And who went with you? A. I went by myself.

Q. Were you instructed to go by anybody?

A. No, sir.

Q. Now, how did you happen to go?

A. Curiosity, interest.

Q. Did you have any notion whatever that you might join that union?

[fol. 682] A. Well, it was possible, if it was the kind of an organization I thought was worth while.

[fol. 683] Q. Well, would you say about August, 1933, you went back up to the main plant?

A. I don't remember.

Q. What duties did you assume when you went back up there?

A. I don't remember that. I have just done—at that time, I was taken back with the understanding that I would fill in any place they could find work for me to do, and I couldn't begin to tell you.

Q. And was it at that time you commenced to have a position that sent you all over the plant?

A. I think it was. Most of the work I have done in the years I have been at the Donnelly Garment Company has been work that has done that, always.

Q. Now, as a thread girl, as thread girl, you would be confined to one section, wouldn't you?

A. Not necessarily.

Q. Well, when—

A. (Interrupting) You might have to go to one department to get thread or might be looking for something you needed to go with some work in your de-

partment. You might have to go to the notion department. You might be sent on errands any place in the plant.

Q. Well, the general duties of a thread girl are in connection with one section. Is that true?

A. To a certain extent.

Q. Yes. Now, then, when you went back up to 1828 Walnut, you got a position that caused you to go all over the plant, from one floor to the other?

A. I just stated, Mr. Langsdale, that I believe most of the work I have had since I have been at the Donnelly Garment Company—

Q. (Interrupting) Now, just answer the question.

A. I can't answer the question.

Q. Did you, when you went back—

A. (Interrupting) I don't remember when I first went back.

Q. Did you take a position that confined you to any particular location in the plant?

A. I don't remember what I did when I went back over there. It wasn't a position. It was merely a job.

Q. Well, you can call it a job or a position, but what were the duties of it?

A. I don't remember what it was, to be very truthful.

Q. You don't remember when you were elected President [fol. 685] of the Donnelly Loyalty League?

A. Yes, I do.

Q. What date?

A. Sometime in February, 1937.

Q. That League was organized in February, 1937, was it not?

A. I believe it was organized in the early part of 1935.

Q. '35. You are right about that, but in February, 1937, you became president? A. Yes, sir.

Q. Did you have any office in it prior to that time, the Loyalty League?

A. It seems to me that one time I was one of the representatives. I don't remember about that.

Q. Well, representative from what department?

A. Until you mentioned it that minute I hadn't thought of it, it was so many years. I couldn't tell you.

Q. You don't know what department you were a representative from?



A. No, sir, I don't. I had forgotten all about it.

Q. But on April 23d you were President of the Loyalty League? A. Yes, sir.

Q. And that is the day that Fern Sigler and Sylvia Hull were sent home. Is that correct?

A. I didn't know they were sent home.

Q. Well, at any rate, they left the employment of the [fol. 686] Donnelly Garment Company that day?

A. They left that day.

[fol. 687] By Mr. Langsdale:

Q. Well, did you get hold of Mr. Batty and go down to where Fern Sigler was? A. Yes, sir.

Q. And she was told to go to the office?

A. Yes, sir, she was asked to come to the office.

Q. And you and Mr. Batty went up to the office?

A. Yes, sir.

Q. Now, again, at that time you were the President of the Loyalty League? A. Yes, sir.

[fol. 688] Trial Examiner Batten, (interrupting) Yes, in what capacity did you call Mr. Batty to go down to see Mrs. —what is her name?

A. Fern Sigler. No, no capacity especially; just as an employee.

By Mr. Langsdale:

Q. It was just a "happen-so" was it?

A. Yes, sir.

Q. Just like it was a "happen-so" that you took charge of the meeting on March 18th?

A. It was the same kind—

By Mr. Langsdale:

Q. Well, was it spontaneous or spontaneity that caused [fol. 689] you to call Mr. Batty?

A. I think it was.

Q. You think it was? A. I think it was.

Q. Did anyone suggest it to you at all?

A. I don't know that they did.

Q. And was it spontaneity that caused you to take— to say what you said when you got up to the office?

A. I think that was interest and curiosity, needless conversation, probably.

Q. Well, it was not in your capacity as president of the Loyalty League? A. No, sir.

Q. Nor can you tell us in what capacity it was that you went up there?

A. I think I stated yesterday, Mr. Langsdale, and I feel the same about it today, there was no capacity to it.

Q. You just—

A. (Interrupting) It was something I did and just as well not done, I presume.

Q. Something rather spontaneous?

A. If that is the word you want to apply to it.

Q. This has been offered as an exhibit, has it not?

Trial Examiner Batten: That is Exhibit 5, is it not? Is that that transcript?

[fol. 690] Mr. Langsdale: Yes, sir.

By Mr. Langsdale:

Q. Miss Todd, I am reading from Exhibit 5, which purports to be a stenographic transcript of what occurred in the office. After you and Mr. Batty and Mr. Sigler got up there, this transcript shows that you said to Miss Sigler—that you opened the conversation; that is true?

A. I don't remember. I don't know whether—I don't think I read that the other day.

Q. Well, you have read it, haven't you?

A. No, I haven't. What I saw of it the other day is the only time I ever seen it.

Q. Well, is it correct that you opened the conversation?

A. If that is stated so there.

Q. It says you say "I hardly know what to say. It is all right for you to work. I don't know what you can do with that many girls that feel that way." Now, what did you mean when you said it was all right for Fern Sigler to work?

A. As I look back at it, and hear you read it there, all I would have meant was that—

Q. (Interrupting) Well, what did you mean?

A. Will you read that again, please, Mr. Langsdale?

Q. You are speaking to Fern Sigler: "I hardly know what to say. It is all right for you to work, but I don't

know what you can do with that many girls that feel that way."

A. Well, that was a very terse time, Mr. Langsdale. [fol. 691] There had been an article in the morning paper that Sylvia Hull was representing us at the International, and then she had a union pin on and there were so many girls around here that didn't feel the way she did about it, that I just felt like it was rather difficult to expect that nobody was going to make any comment about it.

[fol. 693] By Mr. Langsdale:

Q. Did you have any right to tell her she could or could not work?

A. None whatever.

Q. Then, you asked her, "How long have you belonged to the Union?" And her answer was, "A couple of weeks."

Did you have any right to ask her how long she had belonged to the union?

A. No, I didn't have any right to, but it was just a question that you would be interested in knowing.

[fol. 694] Q. Just as any of the other 1,300 employees would have been?

A. I think any one of them would have said the same thing to her.

Q. You were not asking her as president of the Donnelly Loyalty League?

A. It didn't make any difference to me.

Q. Were you asking her as president of the Donnelly Loyalty League? A. No, sir.

Q. Then, you asked her, "I wish you would tell me why you feel the way you do." Why did you ask her that question?

A. I think all of this was just a varied conversation. I don't know why I asked her. I think that is just a natural reaction, that you would ask a person a question like that.

Q. But you had this girl up in the office with Mr. Batty?

A. I didn't have her in the office.

Q. You were there with her? A. Yes, sir.

Q. And there was a stenographer there taking down what she said? A. Yes, sir.

Q. You were examining her?

A. I wasn't examining her.

Q. I think the transcript will show you were.

[fol. 696-697] Mr. Stottle: Mr. Examiner, respondent objects to this whole line of testimony on this exhibit for the reason that Mr. Leary went through the same exhibit and asked the same questions, and it is repetition, for one thing; and, for another thing, the transcript speaks for itself. As to why she said a certain thing or didn't say it is immaterial to any issue in the case. I believe the Examiner in his own statements made some such remark as that when this was gone into before.

Trial Examiner Batten: What have you to say as to that, Mr. Langsdale?

Mr. Langsdale: As to what part of it, Mr. Examiner?

Trial Examiner Batten: I presume you are referring to the entire line of questioning, are you not?

Mr. Stottle: As to this exhibit, yes.

[fol. 698] Trial Examiner Batten: I am going to sustain the objection unless you take the position that you are an entirely independent and separate party to this action, Mr. Langsdale. If you are, then I will permit you to proceed as an entirely separate and independent party.

Mr. Langsdale: I have taken that position, and I take it now.

Mr. Stottle: Mr. Examiner, we object to his being accorded the right to take that position.

Trial Examiner Batten: I am not according it. The rules so provide. The International Ladies' Garment

Workers' Union is mentioned in this complaint. And if that is Mr. Langsdale's position, he may proceed as a separate and independent party and assume the responsibility for the conduct of his case independent of the Board's attorneys.

[fol. 700] Mr. Ingraham: If the Examiner please, if Mr. Langsdale is representing a separate party he should also apprise all other parties of the position he takes, and all other parties should have pleadings setting forth his position.

Trial Examiner Batten: I am not going to complicate this question I have raised by the matter of pleadings. I will permit you to raise it when I get my point settled.

[fol. 703] Mr. Eane: We do not agree with Your Honor's position. Our position is, if the Examiner please, this witness is produced by the Board, and that the I. L. G. W. U., by rule 5 is party a party to the proceeding, the complaint being filed in the name of the Board, and that in attempting to cross-examine this witness Mr. Langsdale is in effect attempting to cross-examine his own witness.

There is not anything in rule 25 which gives the Board or Mr. Langsdale the right to cross-examine his own witness.

[fol. 730] Mr. Langsdale: Now, Miss Todd, further down in this transcript of the happenings when Fern Sigler was in the office is the following statement made by you:

"Of course, we have had union people working here for years. I have been here most of the last twelve years and there has always been union people here. We don't care. We have hired union people."

For whom were you speaking when you used the word "we" in those three instances.



[fol. 731] A. I was just thinking of the employees, the group, the organization as a whole, Mr. Langsdale.

Q. But you stated you were not representing the Loyalty League in that meeting? A. No, sir.

Q. Were you representing any organization at all?

A. No, sir.

Q. Just yourself? A. Yes, sir.

Q. When you said, "We have hired union people," about whom were you talking?

A. I don't know that I had anything definite in mind at that time, Mr. Langsdale; but when you have worked in an organization so long you just say "we" without giving any thought to it. I would say "we" about the Donnelly Garment Company or about a group of employees. It is just a word you use and don't give it a great deal of thought. It doesn't have a definite meaning.

Q. Farther on you stated, "I talked to some of the girls yesterday afternoon and tried to get them to see it is all right if you want to work and belong to the union."

In what capacity did you talk to those girls that afternoon?

A. Not any, Mr. Langsdale. As I remember, some of the girls had talked to me—they were disturbed and didn't [fol. 732] like the happenings that had been going on, and would naturally—

Q. (Interrupting) Just a moment. I asked you the simple question, in what capacity were you talking?

A. Just as an employee, just as one of them.

Q. Not for the Loyalty League? A. No, sir.

Q. Nor for any group?

A. No, sir, not other than as one of the employees.

Q. Then you said: "However, they felt so keenly about it we don't think we can do anything about it."

Did you mean just yourself then?

A. I meant the employees.

Q. Were you representing the employees?

A. No, I wasn't. I don't know. Maybe I didn't explain the use of the word "we" very clearly. I wasn't speaking for anybody. I was just using "we" without any particular thought about it.

Q. Farther on you asked Fern Sigler:

"What do you think you have gained that we haven't by joining the union?"

In what capacity were you asking her that question?

A. None whatever, just a personal question.

Q. And Fern Sigler said, "Shorter working hours."

And you say, "You have been able to work most any hours you wanted to. Nobody forced you to work on Saturday."

[fol. 733] Were you just talking for yourself there, or were you talking for the management?

A. Speaking for myself.

Q. Farther on you say to Miss Sigler:

"Nobody is going to do any violence against you. If you want to go home, all right."

In what capacity were you telling her it was all right for her to go home?

A. I didn't have any right to tell her at all.

Q. You did do it?

A. Yes, sir.

Q. Do you know why?

A. No, sir. I wasn't doing it—

[fol. 737] Mr. Langsdale: Now, Miss Todd, after further consideration of this transcript and after my examination, is your memory refreshed upon the fact that you were not at that hearing as president of the Loyalty League?

Mr. Stottle: Mr. Examiner, that is the same question that you just sustained an objection to,—it is, in substance.

Trial Examiner Batten: I think she may answer the question as to whether or not since that time she has given

any further thought to it. Is that in substance your question?

Mr. Langsdale: Yes, sir.

A. I have thought about it, Mr. Langsdale, but it was still something done on the impulse of the moment. No serious thought had been given to anything that was said there.

By Mr. Langsdale:

Q. Your answer is still that you were not there representing the Loyalty League? A. Yes, sir.

Q. In this transcript, in your talk with Miss Sigler, you say: "I used to have a desk upstairs." What did you mean by that?

A. Is there any more to that, Mr. Langsdale?

Q. Yes. I will read that which both precedes and follows it. "I have no authority. There isn't anybody who has worked around this place and in as many different places as I have. I used to have a desk upstairs. I was gone a couple of years and took what they had to give me when I came back."

[fol. 738] Now, does that call your attention—

A. (Interrupting) Is that all of it, please?

Q. No.

A. I would like to hear the rest.

Q. (Reading): "Nobody has done more different kinds of work than I have. Many times I didn't know where I was going to work."

Now, is that enough of it for you to understand, now?

A. I think so.

Q. What you meant when you said you used to have a desk upstairs?

A. Well, I must have been referring to a desk where I worked when I worked on instructions.

Q. Well, did you mean by that that you used to have a place of authority as an executive at your desk upstairs?

A. No, Mr. Langsdale. I have never had any authority in all the years I worked at the Donnelly Garment Company.

Q. Well, when you did have that desk upstairs, you were fixing time, piece prices, weren't you?

A. I was setting piece prices but I wasn't the last word in what they were going to be.

Q. Well, you were setting piece prices at the time you had the desk upstairs that you referred to?

A. Yes, sir, but they were passed upon by somebody else after I finished with them.

[fol. 739] Q. Further on, you say "My advice to you is, if you feel that strongly about the union, and have enough people to back you up to be a union shop—"

A. (Interrupting) I didn't understand just the last of that, just before "union shop."

Trial Examiner Batten: Is that in the same statement, Mr. Langsdale?

Mr. Langsdale: Yes, sir.

Mr. Shepard: At the top of page 7.

A. To be in that, is what I didn't understand.

By Mr. Langsdale:

Q. What did you mean by that?

A. I believe that says "If you feel that way and you have enough people to back you up to be in a union shop"—well, if you had enough people to back you up you would have a union shop.

Q. Did you mean for her to do that at the Donnelly Garment Company, or get out and go to some other union shop?

A. I don't think I gave it a great deal of thought as to what I meant about it.

Q. Then you followed that with the statement "I wouldn't any more think that I could join a union and get by with it than the man in the moon. I would expect to be put out in the street and left there."

You made that statement?

A. If it says it, I did.

[fol. 741] The Witness: I said—may I make an explanation of it?

Trial Examiner Batten: Yes, if you have anything further to say, Miss Todd, you may say it.

The Witness: Well, the feeling that I had was, the girls were incensed about it. I didn't mean that anybody would throw me out in the street, literally, but I would feel, with a plant as disturbed as they were by happenings caused by the I. L. G. W. U., I would feel with the majority of them against me, I would sort of hesitate to say that I belonged to an organization of that kind. I don't think I could blame them for not liking it.

Mr. Langsdale: And the next few lines, you say—well, that is the same answer she gave you.

A couple of lines farther down, you say "We went downstairs and sent those girls back to work and they went back to work." Who did you mean by—when you say "We went downstairs and sent those girls back to work"?

A. I haven't any idea, Mr. Langsdale. I don't think—

Trial Examiner Batten: (Interrupting): Mr. Langsdale, it seems to me that came within the ruling I made a while ago, when I said the use of this word "we" I think has been sufficiently gone into.

Mr. Langsdale: Well, I mean, I am not asking it in [fol. 742] exactly the same sense, if the Examiner please. What I want to know is, did you send the girls back to work?

A. I have made a statement about that before. I don't remember the words I used, but I didn't send the girls back to work.

By Mr. Langsdale:

Q. So when you said "We sent them back to work," you were inaccurate, at least?



A. Absolutely. I don't even recall that I was down there.

Q. And the last statement you make in that transcript is this sentence: "We're going to run an open shop as long as the majority feels that way."

You made that statement?

A. That is what that transcript says.

Q. Well, do you say you didn't?

A. I don't say I didn't, but I say I don't know why I made it. It was just another remark, made on the impulse of the moment.

By Trial Examiner Batten:

Q. Miss Todd, as far as any of these statements in any of these transcript that are attributed to you, this is correct, a correct transcript, is it not, of that meeting?

A. As far as I know, Mr. Batten. I have never seen it until I was here that day, and it has been a long time, and something quite impulsive done, but I think generally speaking it is correct.

[fol. 743] Q. Now, despite the fact that you said on the 23d day of April that "We're going to run an open shop", you presided at a meeting four days later where the Donnelly Garment Workers' Union was formed?

Mr. Lane: Mr. Examiner, I object to that for the reason the question omits certain important additions made in the statement as shown by the transcript. The full statement attributed to Miss Todd being "We're going to run an open shop as long as the majority feels that way. The majority is going to rule, as always."

Mr. Langsdale: Well, now, I object to his incorporating anything in my question. I have a right to take such parts of the statement as I desire to examine her about and not use her self-serving—

Trial Examiner Batten (Interrupting): Read the question, please.

[fol. 744] (Whereupon, the question was read by the reporter.)

Trial Examiner Batten: You may answer.

A. Yes, sir.

By Mr. Langsdale:

Q. And on the 27th day of May, you and other officers of the Donnelly Garment Workers' Union entered into a working agreement with the Donnelly Garment Company in which you provided for a closed shop.

A. Yes, sir, but in the meantime, Mr. Langsdale, the happenings of April 22d paper in the evening, and the morning of the 23d of April, 1937, were the things that very definitely made us decide it was time to protect our own rights in the manner we chose to do.

Q. But those things had happened when you stated on the 23d that "We're going to run an open shop", hadn't they? A. Also, the happenings.

Q. (Interrupting) Had they or had they not?

A. Yes, sir, but, also, Sylvia Hull had announced in the newspaper, she had been chosen.

Trial Examiner Batten (Interrupting): Now, I have no objection, Miss Todd, to your explaining your answer. I do think that it would be better if you would answer the question and the cross-examination by—

The Witness (Interrupting): I am sorry. I thought I had.

Trial Examiner Batten (Continuing):—by the attorney [fol. 745] for the intervener. They may ask you such further questions as—

The Witness (Interrupting): I am sorry. There is such a definite explanation of that, I couldn't resist making it.

By Mr. Langsdale:

Q. In reply to one of Mr. Leary's questions I believe you stated that there was nothing of any importance in the working agreement as presented by you and your committee to Mrs. Reed changed at Mrs. Reed's sugges-

tion or at the suggestion of anyone representing the management.

A. Did I say "nothing of importance"?

Q. Yes. Didn't you?

A. Well, I don't know. I can't imagine saying "nothing of any importance" when I know how important that agreement is to us.

[fol. 745] Q. No, I don't believe you understood me.

Trial Examiner Batten: Mr. Langsdale, I think you are referring to the fact, are you not, that you testified, as I recall, that there was no substantial change.

Mr. Langsdale: Yes, I used the words "not of any importance."

\*By Mr. Langsdale:

Q. Did you understand the question, Miss Todd? You remember in answer to Mr. Leary's questions you stated that you and your committee had presented a working agreement drawn up by you and Mr. Tyler to Mrs. Reed, which she took and kept for a few hours, and brought back [fol. 746] with certain suggested changes; is that correct?

A. Yes, sir.

Q. And that none of those suggested changes—

A. (Interrupting) I didn't say Mr. Tyler and I drew up that agreement, I believe, Mr. Langsdale.

Q. I didn't get that.

A. I don't think I said Mr. Tyler and I drew up that agreement.

Q. Whoever did, you and Mr. Tyler and the rest of your committee, is that the answer you wish?

A. Yes, sir.

Q. At any rate, whoever drew it up and presented it to Mrs. Reed, and she brought it back with no changes of any importance in your mind?

A. I think, Mr. Langsdale, I said I couldn't remember at that time. I do remember since what they were. I didn't remember that morning.

Q. Well, did you know at the time that you submitted this working agreement to Mrs. Reed, that you had placed no limitation upon your right to choose your representa-

tives, and that she did place a limitation upon your right to choose your representatives at the time it got back to you?

A. I can't answer that question without referring to this agreement, Mr. Batten.

Q. Well, I will—I have in mind particularly, I have [fol. 747] in mind particularly paragraph 4 of the agreement, which reads "The employer recognizes the election of a committee of the union to represent it, provided members of such committee shall have been continuously employed by the employer for a period of at least a year preceding election of such committee."

Now, that was not in the agreement when you submitted it to Mrs. Reed, was it?

A. I think it was; might not have been worded that way, Mr. Langsdale. We had a provision in there that we wanted them that were going to represent us to be people that had been there long enough to know the employees and to know our problems. The wording "The employer recognizes the election", I don't know whether that changed any or not.

Q. Don't you know it was changed by Mr. Reed before she would sign it?

A. Well, Mrs. Reed didn't have anything to do with that clause other than to agree with it. That is a thing that we very definitely wanted in that agreement.

[fol. 748] Q. Then why did you submit to a change in your working agreement by Mrs. Reed in which she places a limitation upon that right by saying that those representatives must have been employed at least one year?

[fol. 749] Mr. Patten: She had just said a few minutes before that Mrs. Reed did not make the change. His question assumed that Mrs. Reed had made the change, and she submitted to it.

Trial Examiner Batten: I can't help what the question assumes. I don't think the question implies that Mrs. Reed wrote it. The question is, why did she submit?

Mr. Stottle: To a change made by Mrs. Reed.

Trial Examiner Batten: Was that the intent of your question?

Mr. Langsdale: No, I—the intent of the question—

Trial Examiner Batten (Interrupting): I don't think it was.

Mr. Langsdale: Was to find out why she submitted to that clause in that contract, regardless of who placed it there.

Trial Examiner Batten: With that clarification, you may answer. In other words, why did you agree to the contract, with that clause in it?

The Witness: Well, we think we are being smart to have people on our committee, Mr. Batten, that have been there long enough to understand our problems; not somebody that might come in on a week's notice and not know the conditions that we are concerned with. I think we are smart to have that clause in there.

[fol. 751] Q Let me ask you if the minutes of your meeting of the group chairmen for May 27, 1937, refreshes your memory with reference to that particular point?

A: May I have the minutes, please?

Trial Examiner: What date was that?

[fol. 752] Mr. Langsdale: May 27, 1937. It is marked 9:15.

(Mr. Lane hands minutes book to the witness.)

The Witness: Do you want me to refer to this—

By Mr. Langsdale:

Q. Now that you have been permitted to refer to that, I want to ask you a question about it. I want to ask you if this really occurred at that meeting. This was a meeting of your group chairmen after the contract had been in the hands of Mrs. Reed and her attorneys for some hours, was it not?



A. Yes, sir, if you are talking about the second meeting of the day.

Q. Yes. And in that Mr. Tyler said, "In this agreement we find it necessary in defining employees not to include executives. Also, we have added to this agreement, to become a member of this committee you must be employed here for at least a year. This is to eliminate the possibility of someone getting on this committee who is not a true representative of the employees and who is working here merely to act as a traitor to the company."

Does that refresh your memory as to whether or not that provision was in the contract when you submitted it to Mrs. Reed?

A. The way this was worked, Mr. Langsdale, it wasn't added until later in the day, but I didn't recall that it wasn't there. I know we had talked about it and considered it.

[fol. 753] Q. Do you know why you submitted to that limitation upon the activities of the members of your committee?

[fol. 754] A. There is no limitation as to the activities of our committee, Mr. Langsdale.

Q. There is the limitation that none of them can spend any working hours for the union except the general chairman.

A. No, sir. If we felt that was necessary we would make provision for it.

Q. Nevertheless, that is the provision in the contract, isn't it?

Mr. Stottle: Mr. Examiner, the contract speaks for itself, whatever it may say, and we object to asking the witness to interpret something that is perfectly plain in whatever it says. If it wasn't plain I don't believe this witness would have the right to interpret a written contract.

[fol. 758] Mr. Langsdale: Well, I want to be sure that I [fol. 759] understand the Examiner, and I am going to ask another question, which may be ruled upon.

Mr. Langsdale: Miss Todd, paragraph 11 of the working agreement entered into on May 27, 1937, is as follows:

"The employer agrees that the individual who may be chosen as general chairman of the union shall be entitled to spend the necessary time on the affairs of the union and to continue her employment with the company at the proportionate rate of pay hitherto received by the company in the time thereafter given to the company."

Will you tell me why you as a member of this contracting committee submitted to paragraph 11, placing a limitation upon the activities of the representatives of that union as paragraph 11 does limit them?

Trial Examiner Batten: You mean as it does or if it does?

Mr. Langsdale: As it does.

Mr. Patten: Mr. Examiner, intervenor objects to the question, adopting for that purpose the objection heretofore made by Mr. Stottle, and sustained, and the objection made by Mr. Lane; and further—

[fol. 760] We further object because the question assumes, as other questions have assumed, that this committee submitted to it. There is no evidence whatever that they submitted to anything. For that reason we ask that the question be excluded.

Trial Examiner Batten: Objection sustained.

Mr. Langsdale: The union makes an offer to prove that this witness, if permitted to answer the question, would testify she intentionally desired to limit the activities of the representatives of the union for the purpose of crippling that representation and, in addition to that, the further motive was developed by propaganda indulged in by the management of this company against union representation and the necessity therefor.

Trial Examiner Batten: Of course, if this witness will answer as you have just said, I will permit you to ask the

question, because you have said if she is permitted to testify she would testify in a certain way. On the basis of [fol. 761] that you certainly can proceed.

Mr. Patten: If the Examiner please, I suggest that Mr. Langsdale agree to be bound by the witness' answer. Otherwise his offer is improper.

\* \* \* \* \*

Trial Examiner Batten: I would suggest that Mr. Langsdale proceed with his offer of proof.

Mr. Langsdale: Now then, will you say why you did submit to the limitation of paragraph 11 upon the activities of the representatives of the Donnelly Garment Workers' Union?

\* \* \* \* \*

A: There are no limitations on the committee of the Donnelly Garment Workers' Union.

[fol. 762] They all take an active interest. They all have time at noon or after work, the same as I have, and you will find continuously through these minutes where they have done a lot of work and taken an active interest in it. I couldn't dominate those people if I wanted to.

Mr. Langsdale: I move that the answer be stricken out as not responsive.

The question was, why did she submit to paragraph 11, which puts a limitation upon the activities of the members?

Mr. Stottle: Mr. Examiner, respondent objects in that the offer of proof is not being made, and asks that it be stricken.

Trial Examiner Batten: It may stand.

\* \* \* \* \*

[fol. 768] Mr. Langsdale: Now, the question is, why did you sign a contract with paragraph 4 in it?

\* \* \* \* \*

[fol. 769] A: We were very much interested that anybody would not be discharged because they belonged to the Donnelly Garment Workers' Union. We feel like we have asked for a lot of things in this contract, and that we couldn't entirely deny the employer the right to hire

people when he needs them, and when he didn't need them, because in the garment industry, you do have a seasonal business. Now, if we have people that have been laid off because they feel they were being—that they were not being treated fairly, we would call them back to work and discuss it with the employer as to why they were laid off, and why they shouldn't be brought back.

Q. Now, Miss Todd, under this provision, you permit the employer to discharge any employee whose services are unsatisfactory to the employer for any reason, which to the employer shall seem sufficient. Did you think there was anything left there to arbitrate?

A. As to the particular—

Mr. Patten (Interrupting): If the court please, this is purely argumentative. I don't think it furthers the purpose of this hearing at all, and I object to it.

Trial Examiner Batten: Well, of course, the point is, Mr. Langsdale, as a matter of fact, an employer can discharge a person for any cause or no cause, can't they, as long as it is not for union activity?

Mr. Langsdale: That isn't true in what I consider a real, genuine labor contract, not any cause that may be sufficient to the employer.

Trial Examiner Batten: Well, I mean, as far as the law is concerned.

Mr. Langsdale: Well, when it comes to collective bargaining, I never saw a contract with this broad provision in it, and I have helped negotiate hundreds of them, that an employer can discharge an employee for any reason that may seem satisfactory to the employer. Why have union contracts? What possible benefit is it except maybe setting wages and hours, something of that sort.

Trial Examiner Batten: Well, of course, any contract, even this contract, the supplement and the later contracts aren't those all matters, subjects of negotiation, collective bargaining?

Mr. Langsdale: If the Examiner please, it is my purpose to show that this contract doesn't take on any of the attributes for real, genuine, collective bargaining union.

Trial Examiner Batten: If that is the case, wouldn't the [fol. 771] supplement—the contract and the supplement speak for itself?

Mr. Langsdale: Now, in addition to that, I am asking this witness to tell me why she entered into such an obviously poor agreement for her people. She might say, of course,—I feel sure she isn't going to say it—at least, I have a right to prove she did it because she was representing the management and not the people.

Trial Examiner Batten: Well, of course, I have no objection to your proving that.

Mr. Langsdale: Why can't I prove it by her; at least, ask her the question?

Trial Examiner Batten: I will sustain the objection. I don't see it is material.

Mr. Langsdale: Well, does the Examiner get my theory in this line of questioning, that this contract is no protection at all, or isn't the result of real, genuine bargaining between the employer on the one hand and the employee on the other?

Trial Examiner Batten: Mr. Langsdale, I think the Examiner, as well as the Board, can determine what the status of this contract is, if the evidence is put into this record of leading, which Mr. Leary did, the negotiations leading up to it and what is embodied in the contract, and those matters are matters for consideration, and if all those matters are placed in the record, the Examiner and [fol. 772] the Board can consider the evidence and make such findings as are proper.

The Witness: May I add an explanation?

Trial Examiner Batten: I would suggest, Miss Todd, that—there is no question pending.

By Mr. Langsdale:

Q. Well, it is true, Miss Todd, is it not, that your prime purpose in assisting in the organization of the Donnelly Garment Workers' Union was to keep out the International Ladies' Garment Workers' Union? A. No, sir.

Q. That was not your prime purpose?



A. Mr. Langsdale, I feel that anybody has a right to belong to any labor organization they want to. It is very definitely shown that a large majority, in fact, a unanimous majority, as far as I know, of the employees of the Donnelly Garment Company wished to form their own union, and did so, but that still doesn't give them the privilege today, they can do as they please. If they want to join the International or anybody's union, they still have that right.

Q. But, of course, they can't do it under your closed shop agreement, can they?

A. I think there is a wording in our agreement where it says they shouldn't belong to any other union, but I still don't know that if they want to belong to it, how we know or what difference it would make.

Q. If anyone should join any other union than yours, [fol. 773] they could be immediately discharged, and would be, under your contract?

A. Wait until I find the wording of that, please.

Q. Well, don't you remember it? We have read it several times.

A. Well, I have read it several times, but I don't know just how it is worded. Pardon me a minute.

"Closed shop: the employer agrees on and after June 5, 1937, no one of its employees shall be retained in its employ who is not a member of this union. It is further agreed that hereafter no person shall be employed by the employer who does not at or prior to such employment sign an application for membership in this union, and no such person shall be returned as an employee who shall not within two weeks after such employment begins be accepted by the union as a member."

"We do have a closed shop agreement, and we expect them to belong to our union. It says "It is further agreed no one shall be continued as an employee after such person shall have resigned from or ceased to belong to this union, either by voluntary retirement or by expulsion."

Q. Then, by Article 3 of your By-laws, you provide this—

A. (Interrupting) That is what I am wanting.

Q. "The union shall be opened to all employees of the Donnelly Garment Company, shall be an independent organization, not affiliated with any other labor union or [fol. 774] organization of labor union and members of it shall not be members of any other labor union."

A. That is worded—that is the way it is worded.

Q. So that no employee of the Donnelly Garment Workers' Union—strike that. No employee of the Donnelly Garment Company can continue as or in her employment after joining the International Ladies' Garment Workers' Union.

A. Well, we would expect, if they were interested in our union, and belonged to it—

Q. (Interrupting) Just answer the question.

A. They wouldn't—

Q. (Interrupting) Answer the question, Miss Todd.

A. I wouldn't have any control over an individual as to what union he belonged to.

Q. But under your by-laws, in your contract, no one can continue to work for the Donnelly Garment Company who joins the International Ladies' Garment Workers' Union; is that correct?

Mr. Stottle: Just a moment. Mr. Examiner, we object to this question for the reason, as we have several times, this just involves an interpretation of the by-laws and contract. If this witness gave an answer, your Honor wouldn't feel bound by it, if you thought the contract meant something else, and what is the materiality of having her answer something that wouldn't bind you and bind Mr. [fol. 775] Langsdale and not bind the respondent. It possibly might be binding on the intervenor, I don't know that it would be, with a written contract made by the intervenor.

Mr. Langsdale: The question is provoked by the long answer of this witness that anyone could join any organization anyone wanted to with the Donnelly Garment Company, and, of course, this is very plainly written that cannot be done.

Trial Examiner Batten: I think it isn't so much a question of interpretation of the contract. It is a ques-

tion of this witness on the basis of her volunteering a statement that anybody can join anything they please.

By Trial Examiner Batten:

Q. Now, the question, Miss Todd, is this, or at least, my question: - How can a person join any union they please under the restrictions in these contracts?

A. Well, any individual might join something because they were going to be employed here, join our organization, and want to belong to some other organization.

Q. Well, supposing you knew that several people had joined some other labor organization, and you have this restriction.

A. We have a closed shop agreement, and we would expect them not to be employed at the Donnelly Garment Company if they did not belong to our organization.

Q. Well, supposing they belonged to another one with this clause that you have here?

A. I think that would be taken up as an individual [fol. 776] thing, and under the terms of our contract, we don't have to keep them there.

By Mr. Langsdale:

Q. Under the terms of your contract, they would have to discharge them? A. That is correct.

Q. Now, Miss Todd, getting onto another subject: Mr. Leary asked you if you had received any raise in salary from the—just prior to the organization of this union, and I believe you said you didn't think so. Was that your answer?

A. I said I didn't remember the date, Mr. Langsdale.

Q. Well, can you give us the approximate date?

A. No. You asked me to find out about that.

Q. Well, to save time—

A. (Interrupting) I told you I could find out about it.

Q. We have here what purports to be a copy of the payroll, including your salary, showing that in February, 1937, you were receiving \$54.17 every two weeks.

A. Yes, sir; I was.

Q. And in March, 1937, you got up at \$65 every two weeks. A. That is 1937?

Q. Yes.

A. I thought it was 1936. 1937.

Q. Just the month before this union was organized, you got a raise, didn't you?

A. I didn't remember the date, Mr. Langsdale.

[fol. 777] Q. Well, does this refresh your memory?

A. Well, I would just have to take that as a fact. If that is a fact, that is it. I did receive that raise at the time a great many others did, however. I remember that distinctly.

Q. Now, you never were after that time, during 1937, or clear through 1938, docked one cent because of any time that you gave to the union?

[fol. 778] A. I don't believe that I have. I have tried to take care of it, as I explained before.

Q. Now, you spent five and one-half weeks in the United States District Court recently, didn't you?

A. I explained that, to Mr. Leary.

By Mr. Langsdale:

Q. Has there been any time since the formation of this union that you have not received your full salary check from the Donnelly Garment Company?

A. Yes, sir.

Q. When?

[fol. 779] A. During that time I was paid by the Donnelly Garment Workers' Union for all the time that I spent.

Q. And you were not paid by the Donnelly Garment Company? A. No, sir.

Q. Well, that was what I thought—

A. (Interrupting) That is all right, but I didn't make the explanation of it before.

Q. Were you paid anything by the Donnelly Garment Company during that five and a half weeks?

A. For the hours that I worked for them.

Q. Well, weren't you in court all the time?

A. No, sir. We only had, I believe—

[fol. 780] Q. Without going to the records, can you tell us what your—the deduction was from your salary checks during that five and one-half weeks?

A. You mean in dollars and cents?

Q. Yes.

A. No, I couldn't. I can only tell you this: that it was the hours that I spent, the union paid me in accordance with what the Donnelly Garment Company would have paid me.

[fol. 784] Q. Approximately after you entered into your working agreement contract you entered into what you called a wage and hour supplement agreement?

A. Yes, sir.

Q. And you entered into that on what date, if you know?

A. The 22d day of June it says, Mr. Langsdale.

Q. That has been marked Board's Exhibit No. 7. In that agreement you provide for wages and salaries for the various classes of employees of the Donnelly Garment Company? A. Yes, sir.

Q. The first group you provide for is marked group 1, operators. There you say "Operators who work a portion of the time on garments selling above \$45 per dozen work the remainder of their time on garments selling at \$45 per dozen and below, and who efficiently perform two or more different types of operations or operate efficiently two or more different types of machines, conforming to the quality standards set by the employer."

Who passed upon that classification, as to whether or not the employee did the work efficiently?

A. The daily performance of their work would show that, Mr. Langsdale.

Q. I know, but show it to whom and to whose satisfaction?

A. It would show it to the employer, and to the union also.

Q. But who passed upon who belonged to that classification [fol. 785] cation, group 1 operators, performing their work efficiently?

A. Who passed on this, at this time?

Q. Yes, under this contract.



Mr. Stottle: If the Examiner please, respondent objects to the question as to who passed upon it. There is nothing to indicate the question has ever arisen as to whether the operator was efficient or otherwise.

Trial Examiner Batten: Of course Miss Todd is reading this. Apparently someone has to pass on it if the question arises. I think the witness should testify who. The statement is there, as Mr. Langsdale has read it—I haven't read it.

It seems to me that this witness should state that. That apparently is the sum and substance of the paragraph.

Mr. Stottle: How could the witness state who passed on something if it never has been passed upon?

Mr. Langsdale: Here is the contract that provides for the classification of employees on the basis of efficiency. Certainly I am entitled to know who says an employee is efficient or is not efficient.

Trial Examiner Batten: Mr. Langsdale, is that contained in all of these classifications, or many of them?

Mr. Langsdale: Not in all of them, but in most of them.

Trial Examiner Batten: Miss Todd, in those classifications, where it states, "who efficiently performs . . ." [fol. 786] who would determine that efficient performance?

Mr. Stottle: Mr. Examiner, I think we should make our objection to your own question, also—

Trial Examiner Batten: (Interrupting). You are perfectly free to.

Mr. Stottle—for the reason that you are asking the witness to interpret a provision of the contract which does not say who is to, and you are asking her to say who is to do something that is not provided for.

Trial Examiner Batten: That is why I cannot possibly determine it myself by reading the contract, it does not say who it is.

Mr. Stottle: There are lots of things that contract has not mentioned; that is one of them. If it isn't stated in the contract it is not a part of the contract.

Trial Examiner Batten: As far as the Examiner is concerned, I would like to know what this witness, who was a party to the contract, representing this organization, says as to who performs efficiently.

By Trial Examiner Batten:

Q. Who determines that?

A. The operator herself would help determine that.

Q. Who else would help?

A. Any member of the committee has that information available to her if she wants to get into it. I know what those girls do. The performance of their work shows you that.

[fol. 787] By Mr. Langsdale:

Q. Miss Todd, that is not the question. The question is, whose final duty is it to classify these employees as to efficiency? Who says Jane Smith belongs to group 1 because of efficiency, or that she does not belong to that group?

A. Jane Smith's work would speak for itself.

Q. That is your answer?

A. Yes, sir, with my explanation.

Trial Examiner Batten: Your objection is overruled. I didn't say so, but by the following question I asked I supposed it was understood.

Mr. Stottle: Mr. Examiner, may respondent have a continuing objection to this kind of questioning as asks for an interpretation of provisions of the contract?

Trial Examiner Batten: I prefer that you not have it, because I don't know that I am going to make the same ruling on all of the questions that may be asked. I would prefer you make your objections, Mr. Stottle, as the questions are asked; that is, on this matter.

[fol. 789] By Mr. Langsdale:

Q. You have here "group 1 operators, which includes operators who work a portion of the time on garments selling above \$45 per dozen and worth the remainder of their time on garments selling at \$45 per dozen and below, and who efficiently perform two or more different types of operators or operate efficiently two or more different types of machines, conforming to the quality standards set by the employer."

In this contract you don't say who shall pass upon the efficiency of the operator. What was the understanding at the time you entered into this contract as to who should pass upon the efficiency of the operator, if there was any understanding.

Mr. Bane: If your Honor please, that is not in line with the suggestion Your Honor made as to the type of question that could be asked. What would be the understanding [fol. 790] standing in the minds of the parties to the contract would not be a proper question, because the contract itself. As I understood, Your Honor's suggestion was he could ask what has been the practice as to the classification of employees since the contract was entered into.

Trial Examiner Batten: That was the suggestion I made, and it seems to me that is the important point in connection with this. It is not what she may think it is; it is what has been done since it was entered into.

Mr. Langsdale: I think I have a right to ask the question I have framed, and that is, what was the understanding at the time this contract was made, if there was an understanding?

Trial Examiner Batten: Was there an understanding at the time the contract was signed? You may just say Yes or No.

A. Yes, sir.

Mr. Langsdale: What was the understanding as to who should pass upon the efficiency of the operator, placing her in one group or another?

A. Wait a minute. What was the question.

Mr. Langsdale: Read the question, please.

(Thereupon the last question was read by the reporter.)

A. Considering that person as an individual, her work would show whether she could or whether she could not. [fol. 791] She was considered, the union was considered, and so was the company.

Trial Examiner Batten: The question is what was the understanding? Who was to pass upon this matter?

A. All of the people involved in it passed upon it.

Mr. Langsdale: Isn't it true the employer is the one who graded the operators into one class or another, and has done it ever since this contract was signed?

A. It is not.

[fol. 792] (Whereupon, the hearing was resumed, pursuant to recess, at 2 o'clock, p. m.)

Trial Examiner Batten: The hearing will come to order, please.

Rose Todd, the witness on the stand at the time of recess, resumed the stand and testified further as follows:

#### Cross-Examination (Continued).

By Mr. Langsdale:

Q. Miss Todd, the Donnelly Garment Workers' Union members wear pins? A. If they care to.

Q. Well, did you adopt some pin that was worn by all of those who care to? A. Yes, sir.

Q. You don't have but one pin, do you? A. No, sir.

Q. Have you one with you? A. No, sir.

Q. Have you ever worn one? A. Yes, sir.

Q. Was there any vote taken by the membership as to which pin should be adopted? A. Yes, sir.

Q. Do you know what the result of that vote was?

[fol. 793] A. The result was in favor of the pin that was adopted.

Q. Well, was there any percentage of votes, or anything of that sort?

A. There was a great percentage. I don't remember the percentage any more, but that was why it was chosen, the greatest percentage of them chose that one.

Q. Refreshing your recollection, was it 84 per cent of those chose that pin?

A. I don't remember. It is in our minutes some place.

Q. I just asked you if you remembered.

A. No, sir, I do not.

Q. What did you sell the pin for?

A. Exactly what it cost us.

Q. What?

A. 81 cents, and 6 mills, if they happened to have the mills.

Q. Do you know what jewelry store made up the pin?

A. Yes, sir.

Q. Which one?

A. Green Jewelry.

Q. Green Jewelry? A. Yes, sir.

Mr. Langsdale: Mark that as an exhibit.

(Thereupon, the document above referred to was marked as [fol. 794] "International Ladies' Garment Workers' Union Exhibit No. 1" for identification.)

By Mr. Langsdale:

Q. I hand you this document which has been marked International Ladies' Garment Workers' Union Exhibit No. 1, and ask you to state what that is, if you know.

A. It doesn't look like anything I have seen before, but it says—do you want me to read it?

Q. First, you say you haven't seen that before?

A. I don't recall it.

Q. Or any copy of it?

A. Not in this color ink, Mr. Langsdale.

Q. Well, any other color ink?

A. I don't recall a thing just like this, but it is for, about our pins.

Q. Is there anything in that that isn't true?

Trial Examiner Batten: Were there two exhibits or just one exhibit with two pages?



The Witness: It is just a blank piece of paper on the back. In substance, I believe this is true.

Mr. Langsdale: I offer it in evidence.

Mr. Ingraham: Let's see it. Well, has this witness identified that?

Mr. Langsdale: Yes. She said in substance it was true.

The Witness: I said I never saw it before.

Mr. Ingraham: Well, I object to the introduction.  
[fol. 795] She hasn't identified it.

Trial Examiner Batten: Well, I think there is insufficient identification, Mr. Langsdale. I might ask this, Mr. Langsdale, if you care to tell me, what is the purpose of this? I will excuse the witness if you don't want to say it in front of her. The thing is, I don't exactly see—

Mr. Langsdale: (Interrupting) That hasn't anything to do with ~~my~~ desire to get the document in. I don't like to tell the witness what the purpose is.

Trial Examiner Batten: Well, I am not asking you to tell the witness nor do you need to tell me if you don't want to. I don't think it has been properly identified.

[fol. 796] Mr. Langsdale: I think you are right about that.

[fol. 797] Q. When was it, Miss Todd, that you decided it was time to form a plant union?

A. I didn't decide that it was time.

Q. Well, for yourself, when did you come to the conclusion that it was time to form a plant union?

A. The thing that was directly responsible for that was the announcement by Sylvia Hull on April 23, 1937.

Q. On April 23 you told Fern Sigler that you were going to run an open shop. Now, on April 27 you presided at the meeting when the union was formed. Was

[fol. 798] it sometime between those two dates that you determined for yourself it would be a good time to form a union?

A. That was what made me decide it was high time for us to do something about some representation for ourselves.

Q. You didn't approve of labor unions, did you, at that time?

A. I have always approved of labor unions, Mr. Langsdale.

Q. Well, I find in the minutes of your first meeting, held on April 27, 1937, the following statement by you:—

[fol. 799] Mr. Langsdale: I was getting ready to quote from this. The question preceding this was that, "You didn't like labor unions?" And she said she always liked labor unions. Now then, I wish to read this from the minutes of April 27.

By Mr. Langsdale:

Q. (Reading from minutes). "We have been trying to think of a name to call this organization because as many of the details as we can should be worked out today. I have this suggestion to make, and we have also talked this over with Mr. Tyler, and we have agreed that it is a good one. Our new organization will be called the [fol. 800] Donnelly Garment Workers' Union. I am launching right into discussing this with you because we have a busy afternoon and a lot to take care of. My personal distress was the use of the word 'union'."

What did you find distressful about the use of the word "union," Miss Todd?

A. I was particularly referring, Mr. Langsdale, to all of the disturbances that had been caused by the I. L. G. W. U. at Twenty-sixth and Grand, as had other employees in the plant, too.

Q. Then, you did have a distaste—distress for labor unions?

A. Not for labor unions as a whole.

Q. "My first personal distress was the use of the word 'union.' You probably don't like it any better than I do but you must see by this time to meet the demand that can be made by outside organizations that our organization will have to be a union."

You made that statement, didn't you?

A. In substance, yes, sir. There is also more of that statement.

[fol. 801] Q. Now, Miss Todd, you have testified you went to see Mr. Gossett and Mr. Tyler? A. Yes, sir.

Q. And when asked as to how the three were chosen, I believe you made this statement, this answer, at the hearing before Judge Miller:

"I think there was nothing definite about that, either. I have been personally one of those people that kind of always get into everything, and I got into this some way."

Is that correct?

A. Yes, sir.

Q. The committee wasn't chosen by the Loyalty League?

A. No, sir.

Q. It wasn't chosen by any mass meeting of employees?

A. I don't recall that it was.

Q. Just you three; you got the other two together and you went to see Mr. Tyler and Mr. Gossett?

A. I don't remember that I got them together particularly. We had been talking about it, a number of us, and the three of us decided to do something, and that is what we did after talking with the employees, some of the employees.

Q. Not after any meeting of the Loyalty League?

A. No, sir.

Q. Or any other meeting of employees?

A. I don't know that it wasn't after that. It was after [fol. 802] that, but I don't know that that was directly responsible for it. It was partially.

Q. Just you and these other two, Mr. Hobart Atherton and Mrs. Ormsby; is that correct?

A. We were the three that went, Mr. Langsdale.

Q. I have here an affidavit filed in the three-judge hearing, signed by Sally K. Ormsby. She was one of the three that went down to see Mr. Gossett and Mr. Tyler?

A. Yes, sir.

Q. In which she states: "The committee of employees was authorized at a meeting of employees to see what could be done about protecting us from threats, violence and intimidation, and I was a member of that committee. We consulted attorneys."

Is that a true statement in that affidavit?

A. I think, Mr. Langsdale, you are referring to that meeting of March 18th, and I don't remember—don't seem to remember the details of that meeting. Now, that may be what she is referring to. I don't know.

Q. Well, I am asking you if that happened as stated by Mrs. Ormsby, that at a mass meeting of the employees, a committee selected, of which she was one, and you were one, and Hobart Atherton was the third, to visit attorneys?

A. Well, I think the only way I can answer that question is that I don't remember the details of that meeting.

Q. Do you remember that that committee was selected [fol. 803] in that way? A. No, I don't.

Q. Well, I have here an affidavit of Hobart Atherton signed on the 12th of October, and subscribed to, 1937, filed in the same three-judge proceeding, in which he states: "A committee of the employees was authorized at a meeting of the employees to see what could be done about protecting us from threats, violence and intimidation. I was a member of the committee, and we consulted attorneys."

Is that true?

A. I don't think those two people would make that statement if it wasn't true.

Q. Well, do you know whether it is true or not?

A. No, sir.

Q. Well, here is your own affidavit filed in the same proceeding, signed by you on the 7th of July, 1937, in which you stated, "As a result of the above conditions and for the purpose of protecting them in their rights to continue work without being prevented therefrom by violence or intimidation, a large number of the employees of the Donnelly Garment Company and the Donnelly Garment Sales Company authorized several employees of that company, including myself, to make such arrangements as

we deemed proper to protect the employees from situations being forced on the plant by outsiders similar to those which had occurred at other garment plants mentioned. Those representatives consulted and employed attorneys."

Were you telling what happened in that affidavit?

A. I think I would have to see the first of that affidavit. I haven't seen it since the day it was written.

Q. Well, do you remember whether that correctly states the occurrence?

A. Mr. Langsdale, if that is my affidavit, I think it does.

Q. I am asking you if your recollection is that is the way you three people got together to go see the attorneys?

A. I think that must be correct. My memory of that is from memory, and is not good, but I certainly abide by anything that is in that affidavit.

Q. Now, how did you happen to go to Mr. Tyler's office?

A. Primarily, we were going to Mr. Gossett's office, and I had known them, or who they were, and had known Mr. Tyler and Mr. Gossett somewhat for several years, and anyone that we had talked to knew immediately who Mr. Gossett was, and we just thought it was a good place to go, and went to see what we could find out.

Q. Had you ever had any business with either Mr. Tyler or Mr. Gossett before you went with this committee of three?

A. No, sir. You mean business?

Q. Yes. A. No, sir.

Q. Had you ever had any social contact with either [fol. 805] Mr. Tyler or Mr. Gossett prior to that time?

A. No, sir.

Q. Had you ever met Mr. Gossett? A. Yes, sir.

Q. Where?

A. Through Dr. Sulzbacher at Thornton-Minor.

Q. Had he been there as a patient?

A. Not that I recall, Mr. Langsdale. I don't know.

Q. Well, you had just been introduced to him then, was that it?

A. I have seen him up there numbers of times.

Q. By Dr. Sulzbacher? A. Yes, sir.



Q. Dr. Sulzbacher is dead, is he not?

A. The one I am referring to is not.

Q. Now, you had never known him, though, in a professional way?

A. Well, I have never known him personally, in a professional way. I knew he had been a member of the Council for a good many years.

Q. Well, of course, everyone knew Mr. Gossett was.

A. Yes, sir.

Q. But did you also know that his partner, Ellis, at one time was a partner of Senator James A. Reed?

A. No, sir, I didn't.

[fol. 806] Q. Did that have anything to do with your going up there?

A. I didn't know who Mr. Ellis was until a few weeks ago.

Q. Now, in your testimony before Judge Miller, you testified that you had known Mr. Gossett in a professional way for some years. That wasn't correct, was it?

A. Well, I think not the word, used the word "professional." I had known Mr. Gossett through the manner I testified to a minute ago for years, and had known him in the halls to speak to him, and talk to him.

Q. Just like we all know any prominent man about town by name, and so forth. What day was it you went to see Mr. Gossett?

A. I believe it was March 27, 1937.

Q. And did you have any consultation with him at all?

A. Yes, sir.

Q. Mr. Gossett was then in quite bad health, was he not?

A. Not in very good health, but he was there.

Q. And so he turned you over to Mr. Tyler?

A. Yes, sir.

Q. That meeting was when, if you know?

A. When, did you say?

Q. Yes, the first meeting with the attorneys.

A. March 27, 1937.

Q. Following that meeting, a number of you went down to see the Director of Police, Higgins?

[fol. 807] A. Yes, sir.

Q. Among those who went to see the Director of Police was Mrs. Strickland and Mrs. Gray?

A. I know Mrs. Strickland went. I am not positive about Mrs. Gray. I have been trying to think of that since the other day, and I am not positive about it.

Q. Well, if you testified that Mrs. Gray went, in your testimony before Judge Miller, is that correct?

A. Yes, sir.

Q. Now, Mrs. Strickland and Mrs. Gray were the organizers of the Loyalty League, were they not?

A. No, sir.

Q. What did you say?

A. No, sir.

Q. Well, the meeting was held at their home where the first organization work was done on the Loyalty League, was it not?

A. The meeting of some of the employees. I don't know where that was held, Mr. Langsdale. I know there was a meeting of quite a number of them, but I don't know where it was held.

Q. Had it ever occurred to you before the 12th of April, 1935, or '37, rather, when the National Labor Relations Act was declared constitutional by the Supreme Court of the United States, to organize a union?

A. No, sir.

[fol: 808] Q. Did you know that that had been the law since July 5, 1935?

A. That it had been?

Q. Yes.

A. No, I did not.

Q. You mean you didn't know there was any such thing as the Wagner Act?

A. I knew there was a Wagner Act, but I didn't know it had been declared valid until April 12, 1937.

Q. You knew it had been passed by Congress and signed by the President, and that they had examiners and attorneys and directors in charge of offices all over the United States, didn't you?

A. I don't think I had occasion, Mr. Langsdale, to pay any particular attention to the details of that.

Q. Had you been advised to pay no attention to the Wagner Act because it wasn't constitutional prior to April 12?

A. I hadn't been advised about it at all, because the thing we went to see Mr. Gossett about was an injunction, not a union.

By Trial Examiner Batten:

Q. What date was this you first went up there?

A. The 27th of March, 1937, Mr. Batten, we went to see Mr. Gossett, and the thing we had in mind was an injunction or some kind of protection, and that was all we talked about.

[fol. 809] Q. Was there any talk up there at that time about forming a union?

A. None whatever.

Q. You stated in your testimony before Judge Miller before April 12 the Wagner Act had been declared constitutional and Mr. Tyler called you and said he would like to talk to you, he had been reading the Labor Act and said, "There are certain things that would be a benefit to us." Is that right?

A. I believe that is correct.

Q. Then when he talked with you you decided to form this Donnelly Garment Workers' Union?

A. No, we didn't decide that soon.

Q. How soon after that?

A. As I remember, there was quite a little conversation with one and then another after that time, and then the thing that made us definitely decide to discuss it and see if it was what we should do was the event of Sylvia Hull and Fern Sigler on April 23, 1937.

Q. That was the day on which you said they were going to run an open shop?

A. That was in that conversation, yes, sir.

Q. Now, you started your meeting on the 27th of April, 1937. That was the meeting in which the Donnelly Garment Workers' Union was organized. You had already had the cards printed and had them there at the meeting place to be signed by the employees, to the [fol. 810] effect that, "I hereby join the Donnelly Garment Workers' Union"?

A. Yes, sir.

Q. Where did you have those printed?

A. I tried to remember the other day and didn't remember it correctly, and in looking back over our records I find we had them printed at the Kauffman-Eppinger Printing Company.

Q. And they were printed with the name in them, and everything?

A. Yes, sir.

Q. And Mr. Tyler appeared at that meeting with the by-laws all drawn up?

A. Yes, sir.

[fol. 811] Q. You consulted with Mr. Tyler about a great many matters before April 27, 1937?

A. Before April 27, 1937.

Q. Yes. Before the formation of the union?

A. Yes, sir.

Q. Did you pay him for that advice?

A. For which advice do you mean?

Q. The advice about the injunction?

A. Yes, sir.

[fol. 812] Q. With what money?

A. With money of the employees.

Q. Where did you get it?

A. We donated it.

Q. Who donated it?

A. The employees.

Q. How did you get it together?

A. We donated 50 cents a piece.

Q. I am talking about prior to the formation of the union.

A. Yes, sir.

Q. How much did you pay Mr. Tyler prior to the formation of the union?

A. I believe it was \$500.

Q. Did you have a meeting in which that \$500 was collected?

A. Yes, sir.

Q. Where did you have the meeting?

A. We must have had it on the second floor. I think that was the only available space to have it.

Q. On what day did you have the meeting?

A. I don't remember.

Q. In your testimony before Judge Miller you mentioned just the three of you going down to see Mr. Tyler. You didn't recall having any authority from any meeting. When was it you had that meeting to collect the money?

A. I don't recall, Mr. Langsdale. It would have had [fol. 813] to be the latter part of March.

Q. How much money did you collect?

A. I don't remember the dollars and cents of that. I judge we collected around \$500.

Q. Did you have any treasury of the Loyalty League?

A. The Loyalty League had a treasury, yes, sir.

Q. Did it have any money at that time?

A. I don't know. I wasn't treasurer.

Q. You were president of it, weren't you?

A. Yes, sir.

Q. Do you know whether they had \$500 in the treasury of the Loyalty League at the time you paid Mr. Tyler the \$500?

A. I don't recall.

Q. Did you take the money out of the treasury of the Loyalty League to pay Mr. Tyler that \$500?

A. As I remember, that \$500 was put into the Loyalty League treasury to pay Mr. Tyler. We had no treasury of the employees except that, and we used it.

Q. That \$500 paid him for the advice about the injunction and for drawing up the bylaws and other advice leading up to the meeting of April 27, 1937?

A. That \$500 paid him for his advice about the injunction.

Q. You paid him \$500 just to talk to him about the injunction?

A. I wouldn't say it as light as that. We paid him for the advice and assistance he gave us.

[fol. 814] Q. Did he send you a bill for \$500 for advice about the injunction?

A. I believe he did.

Q. He didn't draw up any papers for an injunction, did he?

A. I don't remember about all of the details of that now. I know he said he went down to court, and I think I remember him saying he went to two or three different courts where the same thing has been considered.

Q. You went to him first on the 27th of March, 1937, didn't you?

A. That is right.

Q. How many times did you visit him between that and April 27, 1937?



A. I have no idea.

Q. Was it more than twice?

A. Between that and when?

Q. April 27.

A. More than twice?

Q. Yes.

A. Oh, yes, sir.

Q. How many times?

A. I don't remember.

Q. Give us your best judgment.

A. We talked to him on the phone several times, and we went to see him several times. I can't tell you the [fol. 815] number of visits, Mr. Langsdale.

Q. When did you pay him the \$500?

A. I don't remember the date of that either.

Q. Wasn't it after the union was formed?

A. It was not, no sir.

Q. You paid him the \$500 before the union was formed?

A. Yes, sir.

Q. How did you pay him, in cash or by check?

A. By check.

Q. Of the Loyalty League?

A. Yes, sir.

Q. Signed by whom?

A. I explained that a few minutes ago.

Q. Signed by you?

A. I don't remember. The treasurer would have signed that. I don't remember who it was.

Q. Do you know where the cancelled check is?

A. No, sir.

Q. Are they kept in the records of the Loyalty League?

A. I don't know about that.

Q. Do you know where that \$500 check is?

A. No, I don't.

Q. But you feel certain it was paid to him prior to April 27, 1937?

A. Yes, I do.

[fol. 816] Q. Who gave him the check?

A. Who gave him the check?

Q. Yes. Who manually handed it to him, if anybody; or who mailed it to him?

A. I don't remember that either.

Q. I wish you would be a little more definite, Miss Todd, as to when you made this \$500 payment, if you can.

A. Mr. Langsdale, I did state, and I am very positive about it, that it was paid to him before the Donnelly Garment Workers' Union was ever organized. As to the date, I just can't tell you.

Q. Whether it was paid one day, two days, three days, or a week before, you don't know?

A. No, sir, I can't tell you. I am not trying to be evasive, but I just don't remember.

Q. Is there anything in your memory that makes you positive it was between the 27th of March and the 27th of April?

A. I know it was done before then.

Q. You say you know it, but is there any milestone or anything else you base that on?

A. Yes. I base it on that meeting of employees we had and donated 50 cents apiece. The date of that meeting I don't remember, but it was the latter part of March or the first part of April, within a week or ten days there. It might have been the 5th, 6th, or 7th, I don't remember.

[fol. 817] Q. Is that cancelled check available so that you can produce it in court?

A. I don't know about that. I haven't thought of it for so long I haven't any idea.

Q. As president of the Loyalty League did you keep the cancelled checks?

A. I [didn,] no, sir.

Q. Where did you keep the Loyalty League account?

A. At the First National Bank.

Q. In whose name was that account kept?

A. I imagine it was kept in the name of the Loyalty League.

[fol. 819] Q. Now, in your testimony before Judge Miller, I find from the transcript that you gave there—

Mr. Ingraham (Interrupting): What page?

Mr. Langsdale: Page 698—1082.

By Mr. Langsdale:

Q. As employees, we have always felt free to discuss any grievances with our employer. We recently formed

our employees' union because we did not dare to be dictated to by anyone from the outside."

A. That is a mistake. It says "care."

Q. Well, it says "dare."

A. Well, it is a mistake by the stenographer, because I called Mr. Tyler's attention to it when it happened.

Q. You said "care"? A. That is right.

Q. Instead of "dare"?

A. That is right. I called Mr. Tyler's attention to that, as soon as he showed me that transcript.

[fol. 821] By Mr. Langsdale:

Q. Miss Todd, I hand you this document which has been marked "I.L.G.W.U. Exhibit 2" and ask you to read it and see what it is, if you know.

A. What did you ask me about it, Mr. Langsdale?

Q. Do you recognize that document as a copy?

A. I think I do.

Q. That was sent out with the formation of the Loyalty League?

A. Yes, something similar to that, as near as I can tell it would be a copy.

Mr. Langsdale: I offer that in evidence.

Mr. Stottle: Mr. Examiner, respondent objects to the introduction of this exhibit at this time because there hasn't been any identification that would show that it has any materiality on the case.

Mr. Langsdale: Well, now, there are two objections in one. Your object to it once because it isn't identified and another because it isn't material.

Mr. Stottle: Yes. I am making both of them, neither identified properly or material if it were identified properly.

Mr. Langsdale: Well, I think it has been sufficiently identified and certainly, it is material.

Trial Examiner Batten: Well, I don't see; I will receive it subject to further identification. I don't think this

[fol. 822] witness' statement, Mr. Langsdale, is sufficient to receive it without qualifications.

5 Trial Examiner Batten: I said I would receive it subject to further identification. I don't think that is sufficient, and there is also a question there in connection with that that I would like to ask, Mr. Langsdale. [If] that notice, it refers to the fact that the employees there were receiving good wages, and so forth. I don't recall. Of course, I don't want to be put in the position where we are going to have to prove, in this hearing, compare the wages, and go through all that, that is paid here and paid in other places, because I don't think it is of sufficient importance on the issues of this case to open up that whole line of questioning; and I just want to say now that by receiving it, I am not putting myself in a position where—

Mr. Langsdale (Interrupting): I am not offering it for [fol. 823] that purpose. My only purpose is to show why the Loyalty League was organized.

[fol. 825] Q. In April, 1937, when your membership attended a meeting, was it customary to change from working clothes to street clothes before going to the meeting?

A. In April, 1937?

Q. Yes.

A. Some of them might have and some of them might not have. I think that would be just a personal choice in the matter.

Q. It would have been convenient if the shop was closed to have changed their clothing first and have gone to the meeting?

A. No. Often times, Mr. Langsdale, a lot of the girls will come down with their uniforms on and change them afterwards. Sometimes it is hot in there and they don't care to change.

Q. And some of them wouldn't?

A. Yes, sir. As a whole, I expect most of them wouldn't in hot weather.

Q. You [suspense] most of them would not change their [fol. 825a] working clothes to street clothes?

A. Yes, sir.

Q. In cooler weather was it customary to change their uniforms to street clothes before going to the meeting?

A. I think that would depend on whether they were in a hurry to get there, whether they might have just a few minutes or whether they might have several minutes.

Mr. Stottle: Miss Todd, it is alleged in the complaint filed here that the respondent, which is the Donnelly Garment Company, has dominated and interfered in the formation and administration of the labor organization among its employees known as the Donnelly Garment Workers' Union, and has given financial aid and other support to said organization by the various things [fol. 826] that are thereafter listed.

I now wish to ask you whether you know of any officers or executives or supervisory employees of the Donnelly Garment Company encouraging, allowing or permitting other employees to organize, promote, or encourage membership in the Donnelly Garment Workers' Union, particularly in the months of March, April, and May, 1937?

Mr. Leary: Just a minute. Mr. Examiner, I wish to object to that question as calling for a conclusion. And, along that line, I want to say that the issues raised in this case here and to be determined by the Board are the very issues he wants this witness to answer or give an opinion on. I think it is invading the prerogatives of the Examiner and the Board to permit an answer from this witness on that question.

Trial Examiner Batten: You may answer.

A. The question is, do I know if any of the officials of the company have prevented the Donnelly Garment Workers' Union being organized?

Mr. Stottle: Or encouraged or promoted the formation of the Donnelly Garment Workers' Union.

A. Whether they have encouraged or promoted—

Mr. Stottle: Read the question, please.



[fol. 827] Mr. Leary: Mr. Examiner, I want to say, also, that I think this witness should be permitted to state what was said and done during those particular months with reference to the question that Mr. Stottle has asked her, but I don't think that it is proper to ask her to give the legal conclusion that the question is calling for.

—Trial Examiner Batten: Mr. Leary, I have said before in this hearing that I am not going to attempt to tell attorneys how to ask their questions. If Mr. Stottle wants to ask it in that form, I permitted the witness to answer.

The Examiner and the Board, when they consider the evidence that is in here, will give such weight to answers as in our opinions those answers should have.

Mr. Leary: Well, on the other hand, Mr. Examiner, I don't think that if the question is improper to begin with that the witness should be permitted to answer.

Trial Examiner Batten: I don't consider it to be improper.

By Mr. Stottle:

Q. Well, did any of the officers or executive employees of the Donnelly Garment Company ever come to you, Miss Todd, and suggest that you form the Donnelly Garment Workers' Union? A. No, sir.

Q. Did you ever hear them say that to any other employees? A. I never did.

[fol. 828] Q. You stated that you had gone over the plant a good deal in the course of your work, talking to 200 or 300 employees. Did any of those employees ever say to you, Miss Todd, that any of the officers had suggested to them that there be a Donnelly Garment Workers' Union formed?

A. I never have.

Mr. Leary: I object, Mr. Examiner, to that as calling for a self-serving statement, and improper cross-examination in that it is assuming facts that are not in evidence. Now, we haven't put in the evidence, thus far, as to the fact that are mentioned in Mr. Stottle's question. He is

denying, he is asking to have be denied now things that aren't affirmatively proven.

Trial Examiner Batten: You mean, that you want to restrict the cross-examination to the direct examination? Is that what you are in substance meaning?

Mr. Leary: Yes, Mr. Examiner, I do. That isn't the entire purport of my objection, though, Mr. Examiner.

Trial Examiner Batten: Well, of course, I have always taken a position in these hearings that cross-examination doesn't necessarily have to be restricted to the direct examination and that if an attorney in a cross-examination of a witness cares to examine the witness about some matters that might be considered affirmative, that they may do so, rather than the necessity of bringing the witness back. Now, of course, if we are going to proceed on that basis, I don't see there would be any objection to this examination.

Mr. Leary: Well, in that event, Mr. Examiner, if Mr. Stottle will state that he doesn't intend to bring the witness back, I will withdraw that portion of the objection.

Mr. Stottle: Mr. Examiner, we don't wish to state that. I think this is a proper cross-examination on matters brought out. Their whole case is on these points. If their examination didn't relate to these matters, it ought to be all stricken out to this point.

Trial Examiner Batten: You may answer.

The Witness: Is there a question to be answered? I thought I answered that.

Trial Examiner Batten: Read the question.

(Whereupon, the question and answer were read by the reporter.)

Trial Examiner Batten: You may proceed.

Mr. Stottle: Do you know of their encouraging or promoting the organization after April, March and May, 1937?

A. I haven't had a thing to do with it—

Trial Examiner Batten: (Interrupting): Well, now, let me ask you this, Mr. Stottle: are you going to have her categorically deny each one of these allegations and then go into all the details of each one?

Mr. Stottle: Well, that was somewhat along the line I [fol. 830] had in mind.

Trial Examiner Batten: Well, of course, if that is your plan, I see absolutely no necessity of categorically sitting there reading the allegations, having the witness say "No", because I think you know as well as I do that not a great deal of weight could be given to that.

Mr. Stottle: Well, if your Honor please, if the company's officers said nothing to this witness about the matter, there is nothing she could say that they did say.

Trial Examiner Batten: That is true. My question to you was, are you going to read all of these and have her deny them, and then are you going to start out and examine her in detail with respect to the testimony which she has thus far given? I mean; I can't see that there is any reason for doing both.

Mr. Stottle: Well, it seems to me the only way you can show by this witness whether she was encouraged, is to ask whether the officers encouraged her or promoted the organization.

Trial Examiner Batten: I have no objection to your asking her that.

Mr. Stottle: That is what I have asked is whether any executive officers have encouraged her or other employees that she knows about.

Trial Examiner Batten: You may answer.

[fol. 831] A. They have not.

Trial Examiner Batten: I think you did answer, did you not?

The Witness: I did.

Mr. Stottle: Miss Todd, do you know of any financial aid or other support that the Donnelly Garment Company

or any of its officers have given to the Donnelly Garment Workers' Union?

A. They have never given us a dime.

Mr. Leary: Mr. Examiner, I desire to make my record objection to that question.

Trial Examiner Batten: You may have a continuing objection.

By Mr. Stottle:

Q. Would that apply to the Donnelly Garment Sales Company as well?

A. That does apply to the Donnelly Garment Sales Company as well.

Q. Miss Todd, you stated that you were a member of the Loyalty League?

A. Yes, sir.

Q. Did the Loyalty League or its officers ever act as a labor union down at the Donnelly Plant?

A. Never to my knowledge.

Mr. Langsdale: I object to that—just a moment,—as calling for, certainly, a conclusion this witness shouldn't [fol. 832] be permitted to draw, because that depends on acts and conduct and a great many things, and it is for the Examiner to conclude; not this witness.

By Trial Examiner Batten:

Q. What do you mean, Miss Todd, when you say they did not act as a labor organization?

A. As a labor organization?

Q. Yes.

A. Well, they never did, Mr. Batten.

Q. Well, what—

A. (Interrupting) It has always been a social organization.

Q. What does a labor organization usually do?

A. Well, I assume—

Q. (Interrupting) What is the function of a labor organization?

A. Well, the activity of our Donnelly Garment Workers' Union is what I consider the activity of a labor union, and taking their right and opportunity and using it for collective bargaining.

By Mr. Stottle:

Q. Well, Miss Todd, did the Loyalty League or its officers ever tell the employer down there, the employees down there, that they couldn't work or they could work? Did it do that?

A. No, sir, not to my knowledge.

Q. Did it recommend to the officers of the company what employees should be hired or discharged?

[fol. 833] A. No, sir; not that I know of.

Q. Did it ever ask the Donnelly Garment Company to recognize it as a bargaining agent for the employees?

A. Never.

Q. Did it ever ask the Donnelly Garment Company to recognize it as a union under the Wagner Act?

A. No, sir.

Q. Did the Loyalty League ever make any demand on the company as to establishing working hours?

A. I never heard of any.

Q. Did they ever make any demands on the company as to establishing wages?

A. Not to my knowledge; no, sir.

Q. Did they make protest to the management for discharging any employee or for paying too low wages, or anything of that kind?

A. I never heard of it.

Q. Did it ever enter into any contracts with it, with the Donnelly Garment Company or the Donnelly Garment Sales Company concerning working conditions of any kind?

A. No, sir, that—not that I know of.

Q. Since the formation of the Donnelly Garment Workers' Union, has there been any change in the Loyalty League in the nature of its work?

A. Not any that I know of.

[fol. 834] Q. That has always continued to be social, as it was before?

A. It has always been a social organization and still is.

Q. It still functions as a social organization down there?

A. It is still an active organization, as it has been the last—since its organization.



Q. Have you ever heard or known of any discussion about changing the name of the Loyalty League to the Donnelly Garment Workers' Union? A. No, sir.

Q. Well, is there any connection at all that you know of, Miss Todd, between the Loyalty League and the Donnelly Garment Workers' Union except the fact that there may be the same members or some of the same members in each organization?

A. There is no connection whatsoever. There is some definite statements in the minutes of that first meeting about the Loyalty League status and what this union would be if we formed it. It has never been anything but a social organization.

Q. If there was a mass meeting or a general meeting of employees down there, Miss Todd, there would necessarily be members of the Loyalty League present, would there not?

A. There couldn't be otherwise, because everybody, the employees, belong to both organizations.

[fol. 835] Q. If you held a meeting of the Donnelly Garment Workers' Union, a mass meeting, there would necessarily be Loyalty League members there, would there not?

A. Yes, sir.

Trial Examiner Batten: I don't believe I recall the testimony—Did the Donnelly Loyalty League have a constitution or by-laws?

A. I don't believe it has been in the testimony, Mr. Batten. They have something that is so old, I don't remember what it is. They do have something; I don't know whether they call it by-laws or what they call it.

By Mr. Stottle:

Q. You have been asked a number of times by counsel for the Board or the International Ladies' Garment Workers' Union if you were president of the Loyalty League at the time you did certain things, attended certain meetings or otherwise. Is it a fact, Miss Todd, that while you held that office you were the president when you ate your lunch or whatever your activity might be?

A. Yes, sir, I was president, but it didn't always mean I was acting as president of the Loyalty League when I attended meetings.

Q. When you participated in the Fern Sigler incident that you have testified about, although you may have been president of the Loyalty League, is it your testimony that you did not act or purport to act as representing the Donnelly Loyalty League?

A. I was not representing the Loyalty League.

Q. Did the Donnelly Garment Company or any of its executives or supervisory employees ever tell you, Miss Todd, that you could solicit membership, hold meetings, and engage in other activities on behalf of the Donnelly Garment Workers' Union during the working hours and on company property?

A. They never did say I could do it during working hours. Any activities that we have on company property in the way of meetings we pay rent for.

I think there are two questions in one there.

Q. Well, Miss Todd, do you know of any, whether it is one I mentioned or not in which the Donnelly Garment Company or its officers or supervisors or employees have contributed to the support of the Donnelly Garment Workers' Union or promoted or encouraged it?

A. Not in any way whatsoever.

Q. Miss Todd, it is alleged in the complaint that the respondent; that is, the Donnelly Garment Company has interfered with and restrained, coerced, intimidated or threatened its employees to refrain from becoming members or continuing membership in the International Ladies' Garment Workers' Union by certain acts that are thereafter set forth. I will now ask you whether, to your knowledge, any of the officers, executives or supervisory [fol. 837] employees of the Donnelly Garment Company have restrained or intimidated you or any of the other employees from becoming members in the International Ladies' Garment Workers' Union.

Trial Examiner Batten: You mean, as far as she knows?

By Mr. Stottle:

Q. As far as you know.

A. Not as far as I know. I have never heard of it.

Q. They never did that to you, anyway?

A. No, sir.

Q. Did you ever hear any other employee, in going about over the plant, say that?

A. I have never heard anyone say that.

Q. Miss Todd, do you know of any rumors circulated by the officers or supervisory employees or other executives of the Donnelly Garment Company at its plant in the spring of 1937 that respondent's employees would be subjected to violence, intimidation, or assault at the hands of the International Ladies' Garment Workers' Union or its members or agents?

A. It was very common knowledge around that plant at that time.

Q. That that would happen?

A. Will you repeat the first of the question, Mr. Stottle? All of the employees were talking about the things that were happening.

Mr. Stottle. Will you read the question, please?

(Thereupon the last question was read by the reporter.)

[Vol. 838] A. I never heard it circulated by the officers of the company. It was common knowledge, and being circulated among the employees.

Trial Examiner Batten: Now, you have answered the question. Let's not get into these rumors, because if we try to run half of them down we will be here until this time next year. In any place where you have a couple of unions trying to organize you have so many rumors you can't keep up with them.

By Mr. Stottle:

Q. Were you ever told or did you understand, Miss Todd, that the company was going to charter buses for the purpose of creating fear and hatred and contempt in the minds of the employees against the International Ladies' Garment Workers' Union?

A. No, sir.

Q. What was the purpose of chartering buses?

A. The purpose was to give the employees protection in coming to and from work that apparently was needed.

By Trial Examiner Batten:

Q. You say "apparently." What do you mean by "apparently"?

A. Because of all of these threats and rumors.

Q. Were you ever threatened individually by anybody?

A. Not any one person, Mr. Batten.

Q. Did anybody ever threaten you personally?

A. Not personally, no, sir.

[fol 839] Q. Then, all you know about it is what you heard; is that right?

A. That is right.

Mr. Stottle: Miss Todd, you had read in the paper what was going on at the other garment company plants, had you not?

A. The papers were full of it, and I could see what was going on at Twenty-Sixth and Grand as I came to and from work.

Mr. Langsdale: I object to that as not material, and if it is material we want to be permitted to show that when

A. A. Ahner hired strikebreakers it was to prevent most of the violence she claims she saw.

Trial Examiner Batten: We are not going to try out the newspaper in this case, and have all of those articles brought in, and then have the reporters brought in and prove that it is true or not true. If there were threats and violence, bring the people in here that were threatened, and the people violence was done to, and let them testify.

I will sustain the objection as far as that part of it goes. We are not going to try out all of those matters.

By Mr. Stottle:

Q. Miss Todd, it is alleged here that the respondent interfered with, restrained, coerced and intimidated its employees to refrain from becoming members of the International Ladies' Garment Workers' Union by keeping [fol. 840] its meetings in Kansas City, Mo., since July 5, 1937, under surveillance. Do you know of any officers or supervisory employees of the company that were keeping the meetings of the International Ladies' Garment Workers' Union under surveillance?

A. No, sir, I don't.

Q. Did they ever ask you to go to any of those meetings and report on what occurred?

A. No, sir.

Q. Do you know of their telling any other employee to go to the meetings and report what occurred?

A. Not that I ever heard of.

Q. It is alleged that they induced and compelled employees to sign a petition professing their loyalty to respondent, and permitting and causing said petition to be circulated in its plant during working hours on or about March 2, 1937. Are you acquainted with that petition?

A. Yes, sir.

Q. Do you know of any of the officers or supervisory employees asking that that be signed?

A. I don't believe they did. That was circulated by two employees in the shipping department; shipping clerks.

Q. It was circulated by the employees among the employees?

A. Yes, sir.

Q. Do you know of the company, or any of its officers [fol. 841] or supervisory employees, inducing or allowing or permitting instructors or other supervisory or confidential employees to become members of the Donnelly Garment Workers' Union and to be active in its affairs?

A. The company had nothing to do with who would be members of the union. And the officers are not members.

Mr. Langsdale: Will you read the question and answer, please?

(Thereupon the last question and answer were read by the reporter.)

Trial Examiner Batten: You mean the officers of the company?

A. Yes.

By Mr. Stottle:

Q. The instructors are members, are they not?

A. Yes, sir.

Q. Were they permitted to join at the instance of the company?

A. No, sir. They didn't have anything to do with it. The company had nothing to do with it.

Mr. Langsdale: I object to that conclusion and ask that it be stricken out for the reason that the Examiner has a right to find if the instructor is in a supervisory ca-



capacity. The instructor is the company, acting as an agent for the company. Our contention is that these instructors [fol. 842] are in a supervisory capacity, and in a position to hire and fire. And for her to say that no officer of the company permitted any supervisory employees to join the union is pure conclusion.

Trial Examiner Batten. Assuming this to be true, Mr. Langsdale, if you very definitely proved the thing which you say you are contending, her answer to this question would not stand in the Examiner's or Board's way, would it, in considering the case?

Mr. Langsdale: That is true. Nevertheless it is a conclusion.

Trial Examiner Batten: I see no objection to permitting it to stand.

By Mr. Stottle:

Q. Miss Todd, do you know whether the company or its executives or supervisory employees instigated, caused, allowed, or permitted its employees to engage in a violent demonstration on its time and property about April 23, 1937, against Fern Sigler, Sylvia Hull, and May Fike, or other members of the International Ladies' Garment Workers' Union?

A. The company didn't allow that, no, sir.

Q. That is the incident you have already testified to?

A. Yes, sir. It was something the employees did.

Q. Do you mean by your answer that it occurred voluntarily, or what is your answer to that, Miss Todd?

[fol. 843] A. It was a voluntary act by the employees. The company did not promote it or have anything to do with it.

Q. You didn't see any of their officers promoting that incident?

A. No, sir.

Q. Did any of the officials, Mr. Batty or others, try to stop that demonstration or put an end to it?

A. Mr. Batty talked to Fern Sigler after she came to work, but I don't remember seeing any of the officials there. Mrs. Hyde, I believe, was there earlier and asked them to go back to work.

Q. Who was that?

A. Mrs. Hyde.

Q. Did Mr. Batty ask them to go back to work, do you know?

A. I don't know whether Mr. Batty was there at that hour of the morning or not.

Trial Examiner Batten: At what time was it that this started, Miss Todd?

A. It was early in the morning, Mr. Batten; I think, around 7:20 to 7:30. It only lasted a few minutes. It might even have been 25 minutes of 8, I don't know.

By Mr. Stottle:

Q. There was no actual violence there, was there, Miss Todd?

A. No; it was just a demonstration. The girls didn't [fol. 844] like the articles they had seen in the paper, and didn't like the pin being worn.

Q. Did you personally feel, Miss Todd, that you had been interfered with, as far as you personally were concerned, as to what union you should join or belong to, by the officers of the company, or any of its supervisory employees?

Mr. Leary: Mr. Examiner, I wish to object to that question because it calls for the mental feelings of the witness.

Trial Examiner Batten: I have no objection to this witness answering it. I, of course, don't want either the respondent or the intervener to assume that because I permit this witness to answer that question that I would not want to give very serious thought to the matter if you were going to bring in 1,200 people up here and ask them that one question, but as long as the witness is here, I see no reason why she shouldn't answer it.

Mr. Stottle: Of course by silence I don't want to indicate that it might not be the desire of the respondent to offer further evidence along that line; because we have been charged that these people have been dominated.

Trial Examiner Batten: I didn't mean by my statement—I said, I believe to Mr. Tyler, on that other matter

that I don't want to be put in the position on this particular question—I am not passing on it now. If you present [fol. 845] the problem to me I will then pass upon it, but I didn't want you to use this as a precedent for bringing them in here. If you do contemplate that I hope you will bring the matter up before you bring them all up here in the courtroom, so that we may argue the matter out here.

By Mr. Stottle:

Q. Miss Todd, the complaint alleges that the respondent has coerced its employees in what union they might belong to, and threatened them against belonging to the International, and dominated the Donnelly Garment Workers' Union by the making of a closed shop contract with the Donnelly Garment Workers' Union. I will ask you if that closed shop contract was sought in the first instance by the Donnelly Garment Company or its officers.

A. It was sought by the Donnelly Garment Workers' Union, and at first Mrs. Reed didn't know whether she would agree to it or not. There was quite a bit of discussion before she decided she would agree to it.

[fol. 846] Q. In other words, you sought that yourself on behalf of the union?

A. It emanated from the Donnelly Garment Workers' Union.

Q. Miss Todd, recalling your attention to the first meeting of the Donnelly Garment Workers' Union, I mean the one on April 27th, when the union was formed, I wish you would tell the Examiner whether the company or any of its officers or executives, or supervisory employees, had anything to do with the calling of that meeting.

A. They did not.

Q. Did they have anything to do with the carrying on of the meeting after it was called?

A. No, sir. I called the meeting and they had nothing to do with it.

Q. Did any of them suggest the formation of the union at that meeting?

A. No, sir.

Q. Do you recall whether the officers of the company were present at that meeting?

A. I did not see any of them, and I don't think they were.

Q. Did you see any of the—the officers—any officers that would be deemed supervisory employees of the company at that meeting?

A. No, sir.

Trial Examiner Batten: You mean that she would consider?

[fol. 847] Mr. Stottle: That she would consider.

Trial Examiner Batten: Supervisory, is that what you mean?

Mr. Stottle: Yes.

A. I did not.

Trial Examiner Batten: That is a little indefinite. Of course, you may let it stand that way if you wish.

Mr. Stottle: Well, did you see anyone that would have authority to hire or discharge employees present at the meeting?

A. I did not.

Mr. Leary: Now, I object to that in that there has been no showing that she knows who does have authority to hire and fire.

Mr. Stottle: Was Mr. Batty present at the meeting, that you know of?

A. No, sir.

Mr. Leary: I move the witness' answer to that question, if it was received, be stricken now, Mr. Examiner, pending a ruling upon my objection.

[fol. 848] Trial Examiner Batten: It may stand.

Mr. Stottle: Did you see Mr. Batty at the meeting?

A. I did not.

Trial Examiner Batten: Who, as far as you know, had the right to hire and discharge, Miss Todd? Do you know?

A. I think that is confined to—

Mr. Langsdale: (Interrupting) Will you answer a little louder, please?

A. (Continuing) So far as I know, that is confined to Mr. Batty, as far as the Donnelly Garment Company.

Trial Examiner Batten: That is what I mean't in the production department Mr. Batty hires and fires?

A. Yes, sir.

By Mr. Stottle:

Q. Now, at this meeting of April 27th, you say a great many cards were signed that night at the meeting? A. Yes, sir.

Q. About how many were signed at that time?

[fol. 849] Q. About how many were signed at that time?

A. I expect that well over 1,200 of them. I know there was probably 1,260, 1,250; something like that, and the balance of them were turned in the following morning.

Q. Approximately how many employees were there in the Donnelly Garment Company and the Donnelly Garment Sales Company at that time?

A. As I remember, it was 1,333 and 1,303 signed that evening or by the following morning.

By Mr. Stottle:

Q. So that when you went to see Mrs. Reed the following day or the day after that, you knew that she had a membership of far more than a majority of the employees?

A. Yes, sir, around 1,300 people.

Q. I believe you testified you had those cards with you, or some of them, when you went to see Mrs. Reed?

[fol. 850] A. Yes, sir.

Q. Did you tell her how many there were, approximately? A. Yes, sir.

Q. Did Mrs. Reed examine those cards?

A. Yes, sir; not every individual one, but they were there in a box together.

Q. What did Mrs. Reed do regard to the cards, if anything?

A. Turned them over to her secretary to check to see that there was that approximate number there.



Q. Well, did she express any doubt as to whether there was the cards there equaling more than a majority of the members?

A. No, she did not, because there was around 1,300 cards there.

By Trial Examiner Batten:

Q. What was the name of the secretary?

A. What is the name?

Q. Yes. A. Miss Frances.

Q. Frances? A. Yes, sir.

By Mr. Stottle:

Q. Then after that, Miss Todd, what did you do towards the making of a contract with the Donnelly Garment Company on behalf of your union?

A. This contract was drawn up and presented to Mrs. Reed on the officials of the company on the 27th of May, 1937.

[fol. 851] Q. Well, now, during that period of approximately a month, well, exactly a month, I guess, between the time your union was organized and the time you presented this completed contract, or, at least, the form of contract that you wanted, to Mrs. Reed, what did you do with regard to preparing that contract?

A. Well, there were a number of conferences and discussions with the members and with the members of our committee with Mr. Tyler, about this contract, and quite a little conversation with Mr. Batty too, regarding some salaries in different departments so that we would have some more definite ideas to work with.

Q. Well, Miss Todd, it has been intimated here this wasn't a good contract for you. Did you examine any contracts of other unions during that month or as to any knowledge of the contracts of other unions?

A. We have some knowledge of others, and their guarantees, being much lower than what we asked for. We felt that this contract, when we—after we negotiated with Mrs. Reed, was better than any that we knew about.

Trial Examiner Batten: You mean as to the minimum wage?

A. Yes, sir. This contract, of course, called for a supplemental or a wage contract to be negotiated later.

By Mr. Stottle:

Q. Well, after the first contract was signed, what negotiation among yourselves or otherwise did you have leading up to the making of the supplemental contract?

A. The discussion of the committee and comments of the members as to what they thought would need to be written into this contract, and with Mr. Tyler, and furthermore, from Mr. Batty and officials also of the Donnelly Garment Sales Company showing us, giving us some idea of what they were paying so that we would know what we were working with.

Q. Well, when was the supplemental contract presented to the company, do you remember that?

A. June 22, 1937, is when it was signed, and, well, that answers that question, I believe.

Q. Well, now,—well, what information, Miss Todd, did you ask from the company as to what wages had been paid? Did you ascertain from them what the average wages of employees were?

A. No. We were interested particularly in our mechanical department, in our cutting department, in places like that, as to what they were paying their men, so that we could compare with what we understood was being paid in other plants, and you will find in that contract that there was a substantial increase gained in our contract after this discussion and negotiation with Mrs. Reed. Not that she was heartily in favor of doing it, but she did sign the contract with that in it.

[fol. 853] Q. Well, now, on the first contract with Mrs. Reed, which you presented, I believe you say on May 27th in the morning, what did she say with regard to signing the contract at that time?

A. I believe, in substance, she said she would like to look it over and discuss it with Mr. Batty and Mr. Ingraham, and the officials of the company, and to have some time to think it over. In substance, it might be all right. However, there were some changes made in that contract before it was signed in the afternoon.

Q. Well, did she make any objection to signing a contract with you at all, a written contract? Was that matter discussed?

A. She—I don't remember that she objected to it, because we had far in the majority that we were asking,

we were asking to represent ourselves because we had a great majority. She did make some objections to one or two points in that contract.

Q. Now, this meeting that you attended at the Musicians Hall, Miss Todd, that you testified about, why was it you went to that meeting?

A. Mr. Stottle, I was just curious to know about their organization.

Q. Well, what information—did they—didn't they hand out circulars in front of the plant? A. Oh, yes.

[fol. 854] Q. Inviting you to attend?

A. It was an open meeting, and we were requested as employees of the Donnelly Garment Company. That seemed to be the primary reason for having that particular meeting. That is the one that I went to.

Q. Well, in what way were you requested to attend the meeting, Miss Todd?

A. By an invitation from the International, that the employees of the Donnelly Garment Company attend their meeting.

Q. Well, was that in the form of handbills?

A. Yes, it was some sort of a circular that was passed around.

Q. You saw some of those handbills? A. Yes, sir.

Q. And it was a result of seeing them that caused you to go to the meeting? A. Yes, sir.

Q. And not any request of the officials of the company that you should go there?

A. Oh, no, no one ever asked me to go to that meeting.

Q. Well, now, Miss Todd, you have testified about a check-off in the—being inaugurated. That wasn't provided for at the time the contract was entered into?

A. No, sir.

Q. Well, isn't it a fact, Miss Todd, that the company [fol. 855] objected to giving you the check-off when you asked for them?

A. Our conversation I remember about that was that we asked for it and Mr. Ingraham said "Oh, no, we can't do that." But they did finally agree to it. There was quite a little discussion about it pro and con.

Q. Isn't it a fact that the company or Mr. Ingraham, representing the company, refused to sign or to agree to

that, until every employee had signed a card or a request asking that it be done?

A. Oh, yes. That was his request, that if they did it, that is the only way they would do it. If each individual member would request that it be done.

Q. Well, wasn't that card in the form of an authority on the part of the employee to the company that the company could take this money out of their wages?

Mr. Langsdale: I think the card would speak for itself, and be the best evidence.

Trial Examiner Batten: I think the card, if you have a copy—

The Witness (Interrupting): I will be glad to bring one. It is something about "We hereby request",—

Mr. Langsdale: Just a moment, Miss Todd.

Trial Examiner Batten: I think this card would be much better.

Mr. Stottle: At least, that was one matter that the [fol. 856] union presented to the company in the nature of a complaint, but not of a complaint of something that you wanted, and you eventually did get that from the company? A. Yes, sir.

Mr. Langsdale: Do I understand that you will present—

Mr. Ingraham (Interrupting): We will present the card, yes, showing the authority.

Trial Examiner Batten: I understand it would be furnished. What is it, the form of an individual assignment of so much per month?

Mr. Ingraham: That is right, as I recall, it is authority on the company, signed by the individual employee to deduct a certain amount.

Trial Examiner Batten: Well, you can bring in a blank one.

Mr. Ingraham: I will do that, your Honor.

By Mr. Stottle:

Q. Now, Miss Todd, there has been some comment here about why you didn't put the wage agreement into the first agreement. What is the fact in regard to that?

A. We didn't feel that we had had enough time to work on that wage agreement when this working agreement was presented, and it was agreed, and we felt that we needed some negotiation with her because we represented a majority of the employees and expected her to agree to some sort of a working agreement, and we wanted more time to work out the salaries and wages to be paid.

[fol. 857] Q. Well, when you put the provision in the first contract about the minimum wage being \$15, was it contemplated at that time that there would be another contract that would cover all matters relating to wages?

A. Yes, sir.

Q. And hours? A. Yes, sir.

Q. All of that was discussed—

Trial Examiner Batten (Interrupting): As a matter of fact, I think the first contract specified that, as I recall it.

The Witness: It says something about it.

Mr. Stottle: Miss Todd, do you know what the minimum wage provision is in the Gernes, Gordon, and other contracts—

Mr. Leary (Interrupting): I object to that as incompetent,—

Trial Examiner Batten (Interrupting): Wait just a minute. Will you read the question that you have?

(Whereupon, the question was read by the reporter.)

Mr. Stottle: I wasn't quite through.

Mr. Stottle (Continuing)—in this city with the International Ladies' Garment Workers' Union?

Mr. Leary: Let the record show my objection, Mr. Exam-  
[fol. 858] iner.

Trial Examiner Batten: What is your objection?

Mr. Leary: On the ground it is incompetent, irrelevant and immaterial.



Mr. Langsdale: The union wants to further object upon the ground it is immaterial and doesn't bear upon any of the issues before the Examiner unless we want to go into all of those contracts and show where they started from, how they built them up, and even go into some of them as early as 1933 to show that they were then getting \$3 and \$4 a week, and the union came along and built them up to their present contract. That hasn't any bearing upon whether or not this is a company dominated union or any of the charges in the complaint.

Mr. Ingraham: If your Honor please, Mr. Langsdale asked this witness in regard to the terms and conditions of the contract which she negotiated with the company, and his questions were directed at showing that the contract was not a good contract for the employees. Now, I think we have a right to come in and show that it is a far better contract for the employees than any contract that the International has entered into with any other garment company in this part of the country. It is competent for that purpose.

. . . . .

[fol. 860] Mr. Langsdale: My thought is this, whether or not this is a company-dominated union does not depend upon what someone else pays as wages. We made certain specific charges here that the Donnelly Garment Workers' Union is company-dominated, company-financed, and that they discriminated against certain employees because they belonged to the International Ladies' Garment Workers' Union. Now, what they pay in some other factory does not bear upon those issues at all. If it does, then we expect to be permitted to go back to 1933, before the International Ladies' Garment Workers' Union came to Kansas City, and show what the contract was with those employees at Gordon's, Gerney's and others.

Trial Examiner Batten: I was going to say this, irrespective of what questions Mr. Langsdale has asked or what questions Mr. Leary has asked, I am assuming all of those questions merely to the question of how these matters were negotiated and whether there was bargaining and whether those parties as a result of collective bargaining arrived at these things.

Mr. Langsdale: That is right.

Trial Examiner Batten: The purpose of the question— I think I made a remark this morning in which I said that any labor organization can sit down and negotiate a contract with an employer, and the Labor Board never has and never will attempt to pass upon the actual pro- [fol. 861] visions of the contract except in so far as it has been negotiated through collective bargaining with a labor organization.

Now, therefore, I do not consider any questions that have come up thus far raise the question of proving by comparison with another plant that they are getting more or are getting less. I think it is immaterial whether they are getting more or getting less, because one group may be in a better position to bargain and negotiate than another group. There may be all of the factors come in which Mr. Langsdale has mentioned.

Maybe other plants pay substantially less than the Donnelly Garment Company over a long period of years, so that the increased amount received by the employees in these shops, while not equal to the minimum wage at the Donnelly plant, was a very substantial gain for the employees, which would mean that we would have to try out all of the conditions surrounding all of these contracts.

Now surely you do not mean, Mr. Ingraham, we would have to do that.

Mr. Ingraham: No. Here is my position, Your Honor: If this Donnelly Garment Workers' Union is a dominated union and would be used by the company to beat down wages, and the company would be taking unfair advantage of the employees, that is one thing; but I think when the evidence shows, and the only evidence that should be admissible would be the contract itself—when it shows when these employees were able to obtain from the company better rates of pay than have been obtained by the In- [fol. 862] ternational with other companies—

Trial Examiner Batten: I don't think in this case it means a thing unless you try out, Mr. Ingraham, all of the things I have just said.

Mr. Ingraham: No, Your Honor. The point has been raised that Miss Todd and other members of the committee didn't really negotiate.

Here is a company that has been paying good wages, here is a company that treats its employees fairly, here is a company that does not try to beat down the wages. These employees come in and say they want to bargain collectively and want to enter into a written contract.

The company enters into a written contract, and in doing that, because it doesn't get into a fight with the employees, and because it doesn't haggle, and because they do arrive at a fair kind of a contract and the employees have better wages than are contained in any of these other contracts, I think that is very conclusive evidence that this union is properly representing the employees.

Trial Examiner Batten: I would say this, Mr. Ingraham, if all of the things you have just mentioned are proved, except the last thing, that is, that they have better wages than the others, then you do not need that. In other words, the situation, it seems to me, is this: If there was collective bargaining here and if this organization was not [fol. 863] formed by the employer and is not supported by the employer and there were negotiations here, that is all there is to it. I just can't see how comparison with somebody else means anything.

Mr. Ingraham: Your Honor, it certainly means that this union was able to obtain for its members the best collective bargaining contract that has been obtained in the industry here, and that is an accomplishment and it should be recognized.

Trial Examiner Batten: But, of course it might, on the other hand—there is just a possibility it might mean they were given it to encourage membership and discourage membership.

Now, don't misunderstand me. I am not saying that that is what is even being attempted to be proven here, but you can't help but agree with me that the very point you want to prove might be used either way.

Mr. Ingraham: Your Honor, I think it would be very farfetched to say a company would enter into a binding

agreement which goes on over a period of years of paying substantially 30 to 50 per cent more to its employees than is paid by other garment companies, that that company would do that just for the purpose of keeping out of the International.

Trial Examiner Batten: My remark simply was that it might be used either way. It might be worth that much to the company.

[fol. 864] Mr. Ingraham: I certainly think, Your Honor, that since Mr. Langsdale has gone into the question of the negotiations, and he said, "Now, do you think this was good for your people?" "Do you think that provision was good for the members of your union?" I think in view of that examination of this witness we are certainly entitled to show just what contract was obtained, and of course it will show that the company gave up a great deal. The company signed a contract—

Trial Examiner Batten (Interrupting): Mr. Ingraham, you may go ahead on the basis you are now talking just as fully as you desire. In fact, I want you to show the negotiations, the bargaining, and the process that was gone through in arriving at it. You may go into that as fully as you care to, but I am not going to go into this matter from the standpoint of comparison with other companies here or any other place.

If you want to do this, I have no objection—of course the other attorneys may—I have no objection if you want to select, we will say, a dozen collective bargaining contracts by different unions and offer them here as a sample of the substance which is usually embodied in a collective bargaining agreement. But even then, I am not going to in this hearing attempt by comparison to go into all of those matters.

As far as this organization is concerned, the respondent, I want you to fully develop the idea of collective bargaining [fol. 865] and the negotiations that were had in arriving at it.

Now, what they arrived at is none of the Board's concern, and none of my concern, if it was arrived at by an organization which was selected by the employees without



any interference, coercion, or anything of the kind on the part of the respondent:

Mr. Lane: Mr. Examiner, may I state the intervener's position in connection with this matter?

Trial Examiner Batten: Yes.

Mr. Lane: It has been asserted here by Mr. Langsdale from time to time that he expects [of] offer evidence to establish that the intervener union is merely a sham union, that it is not in fact and under the law a representative of the employees. Now, in that connection the intervener asserts that the establishment of the results that were obtained in the contract which was entered into is an important point to be considered in determining the bona fideness of the intervener union, and in connection with determining the results that were obtained by that contract the prices and the minimum wages guaranteed by other garment concerns, the same industry, in the same community, is a point to be taken into consideration, so that a comparison of those figures will at least tend to show one of the results obtained by this contract.

Whether that result was obtained by collective bargaining or not would have to be determined from some other [fol. 866] means. But the comparison of the prices is an important factor to determine the result obtained by this union in the contract, and I submit it is therefore proper, and we will expect to offer evidence to show that the minimum wage guarantee obtained in our contract was substantially in excess of that obtained in other garment industries.

Trial Examiner Batten: I presume it would be well now to settle this question so that everyone will know, as I have done once or twice already, what my position is.

I want you to be prepared for it, although the evidence is not submitted. I can tell you now, Mr. Lane, I do not propose to go into that matter. The only reason I tell you that is this, that you may be making your preparation and preparing an offer of proof. I want to advise the attorneys now that I am not going to try this case by comparison with other plants in this town or in other towns. It is not material to the issues in this case.



I think the material thing is, as I told Mr. Ingraham, whether there were negotiations, whether there was collective bargaining, and whether it was arrived at freely by a representative of the employees and the management. If so, it wouldn't make any difference what the employees of the Donnelly Company were getting, whether \$5 minimum, or half as much as any other plant in town. The employees, if they are free to bargain and contract, can [fol. 867] contract and bargain for anything they want, so you do not have to compare it, Mr. Lane, with somebody else's plant.

[fol. 870] Mr. Stottle: Mr. Examiner, of course, one of the reasons we are going into this, although not the sole reason, is that Mr. Langsdale has taken the position that provisions in this contract were not good provisions for this union.

Trial Examiner Batten: Not with respect to the minimum wage.

Mr. Stottle: No, but with respect to other provisions. He said "I have negotiated hundreds of contracts but I have never seen a provision like this," or words to that effect.

Trial Examiner Batten: That particular provision you can examine this witness about all you please.

Mr. Stottle: I was referring to the principle thereof, that this was not a good contract for the company.

Trial Examiner Batten: Irrespective of what Mr. Langsdale said, I am not receiving his statement as evidence, and you may proceed on the basis I have just stated; that is, you may go as far as you please into the negotiation [fol. 871] and the bargaining, and whether this was freely arrived at, and if it was, as I said a moment ago, they could have put in a minimum of \$1.50 a week, and it would have been their own affair.

By Mr. Stottle:

Q. Miss Todd, you had a contract on May 27th for \$15 minimum; why didn't you leave that in?

A. Because there was a notice in the paper, I believe—and Mr. Tyler, I think, called our attention to it, and I think several members—more than several members of the union had mentioned that the I.L.G.W.U. was going to try to get a contract for us for \$16, and we thought if we could get a contract for \$16.50 we would give our members a higher guarantee, and we had better get it.

Q. Was that suggested to you by the company or by any officer or supervisor or employee of the company?

A. Oh, no. That originated from our side of the argument, and Mrs. Reed wasn't very much in favor of doing that.

Q. That was the matter you negotiated about with the company?

A. That is correct. She said that was a lot more than she had expected, and we had already asked for \$15. I don't know just what she did but I know she took some time and did some investigating or telephoning, or something, to get in touch with her bookkeeping department to see if she should sign it with that clause in it.

Q. At lease, that matter was demanded by the union [fol. 872] and you eventually did get the increase?

A. That is right.

Q. Miss Todd, it is alleged in the complaint that the company caused a violent demonstration against Fern Sigler and others as a means of causing the employees either to join the Donnelly Garment Workers Union or to refrain from joining the International Union. I hand you here a paper which is marked Respondent's exhibit No. 1, and will ask you if that is one of the notices in the newspapers that you have referred to that caused the incident at the plant that you testified about.

(Whereupon, the newspaper clipping above referred to was marked "Respondent's Exhibit No. 1" for identification.)

Mr. Langsdale: I object to that as an improper question. She is merely handed the document and asked to identify it, and he tacks onto that question, "Was it something that caused the incident about Fern Sigler at the plant."

By Trial Examiner Batten:

Q. Have you seen that before, or read it? A. Yes.

Q. At the time it was in the paper, is that it?

A. Yes, sir. That is very definitely what caused that disturbance that morning.

Mr. Leary: What was that?

The Witness: That article in the paper, Sylvia saying [fol. 873] she was going to represent the employees—

Mr. Leary: I move that the witness' statement be stricken out. I asked the reporter what the witness' answer was.

Trial Examiner Batten: It will be stricken.

May I ask, Mr. Stottle, if you are merely offering this as an article that appeared in the paper—not as proof of the truth of anything stated therein, are you?

Mr. Stottle: No. I am offering it to show what caused that demonstration.

Trial Examiner Batten: I am asking you, are you offering this to prove or disprove any statements made in the article?

Mr. Stottle: Well, we will want to ask a question about that.

Mr. Leary: About what?

Mr. Stottle: About the statement that is contained in that clipping.

Trial Examiner Batten: Well, we had better proceed with the examination, Mr. Stottle.

[fol. 874] By Mr. Stottle:

Q. Miss Witness, this exhibit which has been shown to you, Respondent's exhibit 1, a copy of the newspaper item, which you have testified about in the Fern Sigler incident? A. Yes, sir.

Q. And is that, the printing of that article in the paper and the seeing of it by the employees, is that what caused the demonstration against Fern Sigler on the morning of April 23d?

Mr. Langsdale: Just a moment. I object to that question as calling for a conclusion on the part of this witness. [fol. 875] She can't tell what was in the minds of the other people who caused the demonstration, and it—

Trial Examiner Batten (Interrupting): Well, this hasn't been offered yet, has it?

Mr. Stottle: Well, I was trying to identify it sufficiently to offer it.

Mr. Langsdale: Well, you have identified it as an article that appeared in the newspaper. There has been no objection to that identification.

Trial Examiner Batten: Are you offering it, Mr. Stottle, as yet?

Mr. Stottle: Well, I was going to await this answer and then offer it.

Trial Examiner Batten: Well, of course, I think you should break it up. I think you should identify this first, although you can proceed any way you please, but I want to know when this is offered. I have some questions I want to ask about it.

Mr. Langsdale: I want to make some objections to it.

Mr. Stottle: Well, will the reporter read my last question?

(Whereupon, the last question was read by the reporter.)

By Mr. Stottle:

Q. Miss Todd, as I understand, this is an article that appeared in the Kansas City paper on the date shown there?

[fol. 876] A. Yes, sir.

Q. You read it at the time, did you?

A. Yes, sir.

Mr. Langsdale: Now, I object to that upon the ground it is calling for an improper conclusion from this witness,

calling for her to pass upon the mental attitude, status and purpose of those who were engaged in that demonstration and not being in any way defense to the company's conduct, standing by and permitting it.

Trial Examiner Batten: She may testify, as far as she herself is concerned, as to what—

Mr. Langsdale. (Interrupting): It seems to me to be by way of confession—

A. (Interrupting) I think this article in the paper is what prompted that action that taken place down there that morning—

Trial Examiner Batten (Interrupting): I said you may testify as to your own feeling in the matter, as to what prompted you.

A. Yes. Well, I didn't take part in it.

Trial Examiner Batten: Well, then, if you didn't take part in it, are you able to testify as to what prompted the other people—

A. (Interrupting) From the reading of that article and the comments around, I don't know if that is permissible or not.

Trial Examiner Batten: Go ahead, Mr. Stottle.

By Mr. Stottle:

Q. Did you hear other employees talking about this article that morning?

A. Yes.

Q. Was that the general topic of conversation among the employees at the plant that morning?

A. Yes, sir.

Mr. Stottle: Well, we now offer in evidence Respondent's Exhibit 1.

Trial Examiner Batten: Well, as I understand it, Mr. Stottle, you are not offering this as any proof of truth of the statements contained in there; simply as a newspaper article which apparently some of the employees read.

Mr. Ingraham: But Your Honor, the next question will probably go into that. Miss Todd was present in court



when Sylvia Hall testified as to the truth of that article, and she heard Sylvia Hull's testimony in that respect.

Trial Examiner Batten: But I mean as far as the newspaper article itself, Mr. Ingraham, is concerned, you certainly aren't offering that as being true or untrue?

Mr. Ingraham: No.

Trial Examiner Batten: Merely as a newspaper article which this witness read, and on the basis of what she heard from some of the other employees, they acted upon it.

[fol. 878] Mr. Ingraham: That is right.

Trial Examiner Batten: That is the purpose of it thus far.

Mr. Ingraham: That is right.

Trial Examiner Batten: It will be received on that basis, then. You may proceed.

(The document heretofore marked as "Respondent's Exhibit No. 1" was received in evidence.)

[fol. 886] By Mr. Stottle:

Q. Miss Todd, are you acquainted with Mr. Fitzgerald, employed by the Donnelly Garment Company?

A. Yes, sir.

Q. Is he a member of your union at this time?

A. Not at the present time. Very recently he asked to be—to withdraw his membership as he had been made head of the advertising department.

Q. About when did that occur, do you know, that he was made, or given a promotion?

A. I think around the first of June, is my information.

Q. Around the first of June? A. Yes, sir.

Q. And he has withdrawn, then, from the union since then? A. Yes, sir.

Q. Miss Todd, there has been some question raised here as to whether there was real bargaining between your [fol. 887] union and the company with regard to your union contracts. I will ask you to state if there were any provisions in the contracts that were favorable to the

company, did you feel that they were more than offset by the provisions which you obtained favorable to the union?

Mr. Leary: I object to this, Mr. Examiner, as calling for a legal conclusion.

Trial Examiner Batten: You may answer.

Mr. Langsdale: Well, I object to it if he is asking her if any provisions with reference to wages and hours offset those provisions which prohibit collective bargaining as defined by the Wagner Act, because I don't think that those provisions can be offset, as the Examiner stated yesterday, by any wage agreement or any other agreement with reference to hours or conditions.

Trial Examiner Batten: You may answer.

A. Yes, we felt like that is a good contract. We have certain things that we had to give—

Mr. Langsdale: (interrupting): I object to this part of the answer as voluntary and not responsive. Her answer [fol. 888] to the question was "Yes."

Trial Examiner Batten: I will sustain the objection.

By Mr. Stottle:

Q. Well, what was your feeling with regard to that matter, Miss Todd?

A. Well, we felt that we have had good working conditions and we have gained certain rights and certain things with that contract over what we had been receiving before, and we also had to allow the company to obtain certain privileges, but we felt that we did work out a good contract for our members of our union.

Q. I believe you testified that from the time the union was formed, you spent approximately a month before you were able to fully negotiate the first contract?

A. Yes, sir.

Q. And during that time, were you working on the terms of that contract?

A. Yes, sir. We spent a great deal of time working out that contract before it was presented to the company.

Q. And at that time you didn't feel fully ready to go into the second contract at the time the first one was formed?

A. No, sir. We didn't think that we had had time enough to work out the details to draw up a satisfactory wage agreement. That was deferred until a later time.

Q. And then did you spend from May 27th until the signing of the second contract, June 22d, in gathering in- [fol. 889] formation and preparing the second contract to submit to the Donnelly Garment Company? A. Yes, sir.

Q. Miss Todd, I notice in yesterday's transcript that I asked you this question, which was not answered, and I now ask you the question over:

"Did you personally feel, Miss Todd, that you had been interfered with as far as you personally were concerned, as to what union you should join or belong to, by the officers of the company or any of its supervisory employees?"

A. I did not.

Mr. Leary: I object to that, Mr. Examiner,—

Mr. Langsdale (interrupting): I ask the answer be stricken until he has a chance to make his objection.

Trial Examiner Batten: What is your objection?

Mr. Leary: On the ground it calls for a conclusion and asks her for her opinion and mental state.

Mr. Langsdale: Instead of requiring her to state the facts:

Trial Examiner Batten: I think I ruled on the same matter yesterday. The same ruling will stand.

[fol. 890] Mr. Stottle: Mr. Examiner, I don't believe you excluded the answer yesterday. It just got into a discussion and she didn't answer it. You did say you would reserve a ruling as to whether we should ask every one of the 1,200 employees the same question.

Trial Examiner Batten: My recollection is that yesterday I permitted her to answer that as far as she was personally concerned, but in doing so I wasn't passing on the general question as to whether every employee could be brought in to this hearing and asked the same questions.

Mr. Stottle: That is right. But after the ruling she didn't answer, and that is the reason I am asking it over.

Trial Examiner Batten: My same ruling would apply.

Mr. Langsdale: I understood you to say her answer might stand now.

Mr. Stottle: What was the answer, then? It was moved that it be stricken out.

Trial Examiner Batten: Will you read the answer, please?

(Thereupon the last answer was read by the reporter.)

Mr. Stottle: Miss Todd, I will ask you whether by any act or deed or word to you, or any that you heard, any of the officers or supervisory employees of the company ever attempted to interfere with what union you should join or to coerce you into joining the Donnelly Garment Workers' Union.

Mr. Leary: I make the same objection, Mr. Examiner.

[fol. 891] Trial Examiner Batten: Same ruling.

A. I never have heard any of them object. I never have had it brought to my attention.

Mr. Langsdale: I move that that be stricken as not responding to the question. She was asked about herself.

Trial Examiner Batten: Are you speaking of yourself personally?

A. I thought he asked—

Trial Examiner Batten: Read the question, please.

(Thereupon the last question was read by the reporter.)

Mr. Langsdale: That question applies to herself and no one else.

The Witness: I misinterpreted it, then.

Mr. Stottle: Mr. Langsdale's comment, I think, is not correct. It asks if she heard anything of the kind.

Trial Examiner Batten: If she heard a supervisory employee or official say anything, is that correct?

Mr. Stottle: That is correct.

Mr. Langsdale: Which affected her joining.

Trial Examiner Batten: I don't think there is any question about its being clear.

Trial Examiner Batten: Did any supervisory employee or officer of the company ever say anything to you about that?

Is that correct, Mr. Stottle?

Mr. Stottle: Said to her, or that she heard.

[fol. 892] Trial Examiner Batten: Or that she heard them say?

Mr. Stottle: That is correct.

A. I never heard them say anything of that kind, and I still think I have a right to join any labor organization I want to.

Mr. Leary: I move that the latter portion of that, beginning with the words "I still" be stricken.

Trial Examiner Batten: It may be stricken.

By Mr. Stottle:

Q. Were you given to understand in any way whatever that if you did join the International or if you didn't join the Donnelly Garment Workers' Union that you might lose your job down there?

A. No, sir. I don't think I would lose my job for belonging to any labor organization.

Q. Miss Todd, have you received any money from the Donnelly Garment Company or any of its executive officers for use on behalf of the Donnelly Garment Workers' Union?

A. No, sir, not a bit.

Q. Do you know whether the company has contributed any money toward the payment of the counsel for the Donnelly Garment Workers' Union, Mr. Tyler, or his associates?

A. Well, I know they haven't in this respect, that we have paid every dime Mr. Tyler sent a statement for.

Q. By "we" you mean the Donnelly Garment Workers' Union?



A. The Donnelly Garment Workers' Union has taken care of that entire expense.

[fol. 893] Q. Miss Todd, you testified in answer to some question on direct examination that you wouldn't be afraid of being discharged for anything you did. I believe that is on page 446 of the record. Do you mean that literally, that you could do anything and not expect to be discharged?

A. What I meant was, I wouldn't expect to be discharged for any labor affiliation. I might do other things I would be discharged for.

Q. You had previously been discussing that question, membership in labor organizations, when you made that answer? A. That is as I remember it, yes, sir.

[fol. 894] Mr. Stottle: Miss Todd, I hand you respondent's exhibit No. 2, and I will ask you if those are copies of the contracts made between the International Ladies' Garment Workers' Union and other garment manufacturers.

Thereupon the contracts above referred to were marked "Respondent's Exhibit No. 2:")

[fol. 898] By Mr. Tyler:

Q. Miss Todd, something was said in your direct examination about your using a filing cabinet of two drawers owned by the company, for your union papers. Did the company ever furnish you, or furnish the union, a filing cabinet, Miss Todd?

A. That was not furnished for us by the union. It was a file that had been there, that one, or there had been another one there, but there had always been a file at that desk, and I just used it.

Q. How long had it been there?

A. Well, it had been there, I don't—I couldn't tell you how long.

Q. Well, for a long time before the union was formed?

A. Oh, yes. Any time I used that desk, there had been some sort of a file with it.

Q. Did you ask anybody's permission to use that filing cabinet? A. No, sir.

Q. Now, you also mentioned a small file. To whom does that small file belong?

A. The small file belongs to the Donnelly Garment Workers' Union and contains our membership cards.

Q. Who paid for the small file?

A. The Donnelly Garment Workers' Union.

Q. On your direct examination, you didn't seem to be clear as to whether the Donnelly Garment Workers' Union purchased the cards used for the charter memberships, for memberships. Do you know now whether the Donnelly Garment Workers' Union paid for those cards or not?

A. Referring to our treasurer's book, I know that they did pay for them.

Mr. Tyler: I will ask that the reporter mark this paper for identification.

(Thereupon, the document above referred to was marked as "Intervener's Exhibit No. 1" for identification.)

Mr. Langsdale: We have no objection.

By Mr. Tyler:

Q. What is the paper I hand you marked Intervener's Exhibit No. 1?

A. Well, it is the payment for the printing of those cards.

Q. Well, isn't it a bill for the payment? A. Yes, sir. [fol. 900] Q. For those cards?

A. Well, I should have said, a bill.

Mr. Tyler: We offer it in evidence.

Trial Examiner Batten: It will be received.

(The document heretofore marked as "Intervener's Exhibit No. 1 was received in evidence.)

By Mr. Tyler:

Q. Was that bill paid, Miss Todd?

A. Yes, sir. It is marked "Paid."

Q. By whom?

A. I paid that particular part right there.

Q. Now, in your direct examination you were asked about making a statement in a talk with Sylvia Hull on April 23, 1937, to the effect that "I wouldn't expect to join the union and get away with it."

Did you say anything like that in the incident in which Sylvia Hull or Fern Sigler—

Mr. Langsdale (interrupting): Wait a minute—

[fol. 907] A. I was thinking of the feeling of the employees and the girls through the plant.

Q. Had the employees before that time manifested resentment against the actions of the International Ladies' Garment Workers' Union?

A. Very definitely.

Q. In what ways?

A. One way was, we had been to talk to Mr. Gossett and Mr. Tyler previous to that time.

[fol. 908] Q. And had been to the police prior to that time?

A. And had been to the police. There had been a meeting of the employees, discussing what they could do in the way of protecting themselves against the actual physical attacks that were being threatened.

Trial Examiner Batten: Just a minute, Miss Todd.

Trial Examiner Batten: Did anybody physically attack you?

A. Not personally.

Mr. Tyler: Had you or had you not seen notices in the papers of physical violence at the Gerney plant?

Mr. Langsdale: I object to that as immaterial and not proving any issue in this case, as to what occurred at the Gerney plant.

Mr. Tyler: I submit what is endeavored to be shown here is whether these people of their own volition desired to form their own labor union, and in so doing they are entitled to give reasons for taking that action. If the actions are probable they are persuasive; if they are not probable they are not persuasive. But they are entitled to give such reasons as they say they had to stay out of the International and join the Donnelly Garment Workers' Union, and if they did understand violence was being exerted by the International, that might well be a reason—whether it was true or not, if they so understood, that might well be a reason for their choice, and they are entitled to show good faith for their choice by citing [fol. 909] their reasons.

Mr. Langsdale: That speech might be proper at some other stage of the proceedings.

Trial Examiner Batten: We will forget about speeches. I will sustain the objection. As I said yesterday, I am not going into all of these rumors. If you have any evidence of anyone who was threatened personally, they may come up and testify to it personally and I will receive that testimony, but I am not in this hearing going into all of the rumors that fly around during an organizational campaign of unions.

Mr. Tyler: It is not the truth of the violence I am establishing. It is merely the reason these people had for staying out of the International and forming their own union.

Trial Examiner Batten: I don't think it is material for the purpose for which you have offered it.

Mr. Tyler: All right.

By Mr. Tyler:

Q. Had there been picketing of the Donnelly plant by the International before the incident to which you referred? A. There had been.

Q. On about what date did the International picket the Donnelly Garment plant?

A. That has been done a good many times, as far back as December, 1934, and I think again in the early part—January or February of 1935. And there has been [fol. 930] some other picketing since that time with—they had thrown pamphlets and circulars.

Q. Did you see this picketing you speak of yourself?

A. Yes, sir.

Q. Did you see any of the banners or signs the pickets carried? A. Yes, sir.

Q. Do you remember what they said on them?

Trial Examiner Batten: Just a moment, Mr. Tyler. I do not intend to receive any of that, either, unless it is something which was unlawful or illegal. If these pickets picketed this plant in the way in which they are permitted to under the law and there was nothing unlawful about it which amounted to actual coercion, I do not intend to go into all of those matters.

Mr. Tyler: I expect to show, if the Court please, that these signs contained untruthful statements, and that that had some effect on the choice these people made.



Trial Examiner Batten: I would suggest you embody that all in an offer of proof.

Mr. Langsdale: I wish to make a further objection to this question at this time. The question was asked her to explain her answer in the Fern Sigler incident that she wouldn't expect to join the union and get away with it. My objection to this picketing situation is that it is too remote to in any way throw any light on the Fern [fol. 911] Sigler incident, the picketing having taken place two years prior to the Fern Sigler incident.

Trial Examiner Batten: The only matter I am concerned about here is this—As far as its being remote is concerned, we might say that about a good many matters that have come up here or that might come up in the future.

My point is, if anything, Mr. Tyler, which you want to offer and show is actual coercion it should be received. Now, I can't see how you could possibly say that a thing which was being done such as picketing and these other matters, if they are lawful, could coerce anybody. They have a right to do them.

Now, if you intend to show that they did things which were unlawful, which amounted to coercion and not just a fight between the employees in one union and the employees in another union, which everybody knows occurs day in and day out all over the country—As I say, if you intend to go into actual coercion on this matter, then it ought to be in this record.

Mr. Tyler: I wish to say, we will show at a later period the acts of violence by the complainant in this case, and the threats that had been applied to these interveners, but I don't make my offer of evidence on that ground.

I submit to Your Honor that in showing what their real [fol. 912] choice of labor unions was they have a right to refer to any conduct, lawful or unlawful, of the International to show why they didn't want to join it. That is the vital crux. If the International had a habit of wearing red neckties and they didn't like red neckties and they didn't want to join the union for that reason, I



submit they have a right to give their reasons for preferring their own union.

Trial Examiner Batten: As I say, I do not propose to go into it with this witness, and if that is your theory on this particular matter you may submit it as an offer of proof.

Mr. Stottle: Mr. Examiner, you have stated every party has an exception without asking for it?

Trial Examiner Batten: That is right.

Mr. Stottle: In order that it might be clear, would the respondent be granted an exception to a question asked by the intervener when it is overruled?

Trial Examiner Batten: All parties receive exceptions to all adverse rulings.

Mr. Stottle: You might not deem it adverse to us.

Trial Examiner Batten: I am not going to pass on that. If the parties deem it adverse you may have the exception. In other words, I do not intend to go through the record and determine whether it is adverse to certain parties or not.

Mr. Langsdale: Mr. Stottle asks if he could have an exception to Mr. Tyler's objection?

[fol. 913] Trial Examiner Batten: No. To the Examiner's ruling on the objection.

Mr. Langsdale: I would think if the respondent wishes an exception to an objection made for the intervener the respondent would have to join in the objection, because he has no objection that is overruled.

Mr. Stottle: I am not objecting to the intervener—I asked if I would have an exception to the Examiner's ruling, even though the ruling was made to a question asked by the intervener.

Trial Examiner Batten: I would say yes.

Mr. Langsdale: Even if he does not make an objection?

Trial Examiner Batten: Yes, if it is adverse.

Mr. Langsdale: The same applies, then, to the International Ladies' Garment Workers' Union where the Board may make an objection?

Trial Examiner Batten: That is correct.

Mr. Langsdale: We do not have to repeat that objection? We get an exception?

Trial Examiner Batten: That is correct.

Mr. Tyler: I wish to make an offer of proof.

• Intervener offers to prove by this witness that for months before the organization of the Donnelly Garment Workers' Union the employees had seen numerous accounts of violence by the International against employees of other garment plants in Kansas City and had, many of them, seen such violence with their own eyes, and had, many of them if not all, heard reports of such violence, that they were in a state of almost hysteria from constantly overheard statements that the same tactics were to be applied to the employees at the Donnelly Garment Company, and that this was a reason which affected them in their choice as to forming their own union or joining the International or staying out of all unions.

Mr. Langsdale: May I ask Mr. Tyler a question about that offer?

Trial Examiner Batten: If an attorney makes an offer of proof—

Mr. Langsdale (Interrupting): I want to know how to make my objection to it.

Mr. Tyler, is this offer of proof in connection with your effort to have this witness explain what she said as to the Fern Sigler incident?

Mr. Tyler: Partially.

Mr. Langsdale: Then, I object to it (on the ground that it has no bearing whatever on the meaning of this witness' statement at the Sigler hearing.

Trial Examiner Batten: What is the balance of your reason?

Mr. Tyler: I submit it does, because she is saying of what she was apprehensive. She is entitled to say the [fol. 915] feeling of these employees was such that it would be very uncomfortable for her to join the union, and to say why the feeling of the employees was that way.

She is also entitled to testify along that line for the purpose of showing reasons for the forming of the Donnelly Garment Workers' Union.

[fol. 916] Mr. Leary: I object to the offer of proof, Mr. Examiner.

Trial Examiner Batten: The offer is denied.

By Mr. Tyler:

Q. Miss Todd, why did the Donnelly Garment Workers' Union ask for the check-off system in collecting dues? First, do you understand what the check-off system is?

A. Yes, sir.

Q. Why did the Donnelly Garment Workers' Union ask for the check-off system in the matter of collecting dues?

Mr. Leary: I object to that as immaterial.

Trial Examiner Batten: You may answer.

A. Primarily, to save time and trouble of collecting the dues, and it was a small amount of expense to us. We were interested in saving that, also.

By Mr. Tyler:

Q. How long after the organization of the union did they ask for the check-off system?

A. I believe that that was in August. I believe it became effective in August or September. I rather think it was August.

Q. Of what year? A. Of 1937.

[fol. 917] Q. Was any discussion of the matter of asking or demanding for that system had by the executive committee of the Union? A. Yes, sir.

Q. Will you refer to that in the minutes, please?

A. I think you will find it in the meeting of June 3, 1937, not very complete, but there is some reference to

them, and some conversation with—that is not referred to there with Mr. Ingraham, in regard to that.

By Trial Examiner:

Q. Is that the group meeting? A. Yes, sir.

Q. What date was that?

A. June 3, 1937.

By Mr. Tyler:

Q. I hand you the minutes and ask you to locate the reference to which you refer? A. 9-18.

Q. Will you read, please,—

A. (Interrupting) Wait a minute. That isn't it. That was something else I had in mind. I remember so distinctly discussing that, and I thought it was in these minutes.

Q. Take your time and see if you can locate it.

Trial Examiner Batten: You mean there was some official action, Mr. Tyler?

Mr. Tyler; I believe there is a memorandum about the discussion, about that.

The Witness: There definitely was, and I thought it [fol. 918] was in here.

Trial Examiner Batten: I just thought if you had a note about it, it would save time.

Mr. Tyler: No, I don't have. I just believe it is in there.

The Witness: We discussed it several times and didn't know whether it would do us any good to ask for it or not.

By Trial Examiner Batten:

Q. Do you remember what date it was that you first took the matter up? It ought to be somewhere around that date.

A. Well, Mr. Batten, we wanted to do it from the time the thing was organized. We talked about it and that was where I thought that June 3d confused me, but I know our records show that. It didn't take place—I

mean, it didn't actually become effective until about August.

Mr. Tyler: Well, May I suggest that we pass that and during the noon recess, [shw] may be able to find it; if she can't all right.

Trial Examiner Batten: All right.

By Mr. Tyler:

Q. Now, did you say that some discussion was had with Mr. Ingraham about the union getting a check-off system?

A. Yes, sir.

Q. Just state what that discussion was, and how it came about.

[fol. 919] A. Well, we asked if the company would take the dues out of our checks, and Mr. Ingraham objected to it, but after discussing it the only way he would agree to do it was if each Individual member of the Donnelly Garment Workers' Union would sign a request that that be done, and I was asked yesterday to bring one of those cards, and I did bring it.

Q. Did each member of the union sign a request or authorization that his or her dues should be deducted from his pay check and paid directly to the treasurer of the union? A. Yes, sir.

Mr. Tyler: I will ask, if Mr. Stottle will produce that, or if he can produce said request of the employees, that their dues be deducted from the pay check.

Mr. Stottle: Mr. Tyler, I have just handed you the card which was furnished to me this morning and which I should have offered, and I neglected to do so.

Mr. Tyler: Well, do you have the signed requests of the employees?

Mr. Stottle: Well, I presume they are down at the company, but I don't have them here.

Trial Examiner Batten: I didn't understand that we wanted any signed one, did we?

The Witness: No.

Mr. Tyler: Well, it was my intention to ask for the signed—



[fol. 920] Trial Examiner Batten (interrupting): Well that isn't what I asked for. I think I said a blank one, did I not?

Mr. Tyler: Well, I will ask the stenographer to mark this for the purpose of identification.

(Thereupon, the document above referred to was marked as "Intervener's Exhibit No. 2" for identification.)

By Mr. Tyler:

Q. What is the Intervener's Exhibit No. 2, which I hand you, Miss Todd?

A. It is a card that each member of the Donnelly Garment Workers' Union signed, requesting the dues to be taken out of their check.

Q. That is the form that each employee signed?

A. Yes, sir.

Mr. Tyler: I offer it in evidence.

Trial Examiner Batten: It will be received.

(The document heretofore marked as "Intervener's Exhibit No. 2" was received in evidence.)

By Mr. Tyler:

Q. Now, Miss Todd, has the Donnelly Garment Workers' Union paid rent for the use of the room in the building occupied by the Donnelly Garment Company since the company became the lessee of that room? A. Yes, sir.

Q. Has the union paid the rent for the chairs which are [fol. 921] used in those meetings when chairs are brought in in any number? A. Yes, sir, always.

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By Mr. Tyler:

Q. I ask you, Miss Todd, what these papers are, marked Intervener's Exhibits 3 to 14, inclusive?

A. They are statements from the Kansas City Chair Rental Company for chairs that the union rented.

Q. Were those bills paid? A. Yes, sir.

Mr. Tyler: I offer them in evidence.

[fol. 922] Mr. Langsdale: No objection as far as the union is concerned.

Mr. Leary: Well, I object to them, that they are incompetent, irrelevant and immaterial.

Trial Examiner Batten: They will be received.

(The documents heretofore marked as "Intervener's Exhibits Nos. 3 to 14, inclusive", were received in evidence.)

By Mr. Tyler:

Q. Miss Todd, how has the union raised funds for its operation?

A. By our dues, some parties, and some special assessments.

Q. Has the employer directly or indirectly ever contributed money to the Donnelly Garment Workers' Union?

A. The employer has never contributed one penny to the support of the Donnelly Garment Workers' Union.

Q. Have the bills of Gossett, Ellis, Dietrich & Tyler for legal services furnished the union or the employees in any way separate from the union, been paid by the employees or by anyone else?

A. They have been paid by the employees.

Q. Now, in a general way, what expenses has the union had? I don't mean, to detail them dollar by dollar, but what general expenses have they had?

Mr. Langsdale: Pardon me, Mr. Examiner. I was asleep when that question and answer before this was had. [fol. 923] Would you mind stopping and reading it?

. . . . .

Mr. Tyler: Now, Miss Todd, state in a general way what expenses the union has had during its existence.

Trial Examiner Batten: Mr. Tyler, might I say, are you going over every item?

Mr. Tyler: No.

Trial Examiner Batten: I thought if you were, she had better have her book.

Mr. Tyler: Well, I will hand her the book, anyway. It may refresh her recollection. I don't mean to read this book into the record, but I want her to tell generally what expenses.

A. Well, our largest expense has been our fees for our legal counsel, and we have had our—well, the general chairman's salary and our secretary and treasurer, and current expenses incidental to supplies, and if we have had parties we have had to pay the expense of that, and the rent of the auditorium or the room wherever we had our parties, and the chairs, things of that type.

By Mr. Tyler:

Q. What about printing of briefs?

A. We have paid for all the printing of briefs that have [fol. 924] been used in any of these court proceedings, and also, the Donnelly Garment Workers' Union paid any of their members that it was necessary that they be at the hearing before Judge Miller. We paid that.

Q. What about traveling expenses?

A. We have paid any traveling expenses incurred by Mr. Tyler.

Q. What traveling expenses have you paid?

A. To St. Paul and to Washington, and I am inclined to think there was a trip to St. Louis. I am a little bit hazy about that. There have been other times, oh, for taxi fare for members of the union back and forth, gasoline books or something like that.

By Trial Examiner Batten:

Q. Miss Todd, pardon me. Does any member of the committee that incurs any expense, do they present that expense to the committee? Is that the—for reimbursement, I mean, generally speaking.

A. Generally speaking, I think sometimes. I know, myself, I don't always do it, and I know Jack drives his car and don't always do it. Sometimes we do. We should

always do it, I guess. On the whole, we take care of it, if it is anything of any consequence. We might run down, you know, might run an errand, not do it on one errand.

By Mr. Tyler:

Q. Has the union ever been reimbursed by the employer directly or indirectly for any of those sums they spent?

[fol. 925] A. We have never received a penny from outside help from the company or anybody?

Q. Well, have they ever made any promise or agreement or suggestion that some day they would reimburse you?

A. Never one.

By Mr. Tyler:

Q. Well, how much are the dues in the Donnelly Garment Workers' Union, Miss Todd?

A. 25 cents a month.

Q. Have you had assessments in the union besides the dues? A. Yes, sir.

Q. Tell the court how many assessments and in what amounts.

A. I believe we have had one of a dollar some time the early part of the formation of our union. I say, early. I think I mean within—this book will show it—but I think it was within the first six or seven months, or so, and during the hearing before Judge Miller it was voted and we decided by the majority to donate \$2 apiece.

[fol. 926] Q. That is the—what other income have you had besides dues and assessments?

A. Well, we have had some parties that we have made a little money off of from time to time.

Q. Would that income be shown in the treasurer's book?

A. All of our financial statements are in there; anything that we have made in the way of money is in there; any bills that we have made, I think are in there.

Q. Now, Miss Todd, during your membership on the executive committee of the Donnelly Garment Workers' Union, has that committee received and handled complaints of employees about their wages or their treatment or their hours or their holidays? A. Yes, sir.

Q. Would your memory be refreshed as to some of those complaints if you were shown written records of them?

A. Yes, sir.

Q. Are there written records kept of complaints made by employees?

A. The greatest proportion, no. We do keep some of them.

[fol. 929] By Mr. Tyler:

Q. Miss Todd, can you give us some idea of the percentage of complaints handled which were in writing, and the percentage which were never put in writing?

A. The largest percentage were never put in writing.

Q. Now, will you state in the record some of the complaints you can remember which were not put in writing? Describe them and tell what was done with them.

A. Well, I recall Della Flannery in the pinking department objected to the way our work was being distributed, which I talked to Mr. Baty about and he talked to the instructor, and I talked to her, also, and it was adjusted satisfactorily.

I also have in mind a complaint of Virginia Dare about prices on first part work that she was doing, that she felt was low. That was taken up and adjusted. The price was raised.

Q. Who was it taken up with?

A. I believe that one was taken up with Mrs. Nichols.

By Mr. Langsdale:

Q. What complaint was that?

A. About a price on her first part, on the work that she was doing that was too low.

[fol. 930] Q. I mean, whose complaint was it?

A. Virginia Dare.

Mr. Tyler: And was any relief secured for Virginia Dare?

A. I stated that the price was raised, yes.



I remember a complaint of Alphonso Staab. He wanted to be returned to the cutting department. That was taken up with Mr. Baty and was taken care of. He was not returned immediately, but he was returned as soon as it could be handled with the work that he was doing.

The complaint of Edith—Edna Troutman, and Edna Davis, about their vacations. They felt they were entitled to vacations. That was adjusted and they were given their vacations.

That makes me think, in 1938, there was some complaint from several people about not receiving their vacation of two weeks. In some instances, a few, it might have been one week that they were entitled to, and I took that up very thoroughly with Mr. Baty, and had discussed—the committee had discussed it, too, and Mr. Baty had their records gone over and there was some forty or forty-three people who received vacations that they had not previously been told they were entitled to.

Q. Was that as a result of taking up the matter by the committee with Mr. Baty?

A. Absolutely. I don't believe that the committee as a whole took that up with Mr. Baty. We discussed it, but [fol. 931] I think I talked to Mr. Baty about it myself.

Paul Sterner wanted a change of work and that was taken up with the company and he was changed to another position.

[fol. 932] Trial Examiner Batten:

Q. These are all other than the ones that are in writing; is that it?

A. Yes. Ruby Lago complaining about a price on the operation that she was doing which we called joining, and that was raised.

Effie Weigand complained about skirts she was working on being low. That was raised.

Don Lytle had been for some months folding boxes and wanting to get into the cutting department. That was

discussed with Mr. Batty and arrangements were made for him to be placed in the cutting department.

I remember a pinking operation that Nellie Stites was complaining about being too low, which was raised.

[fol. 933-934] Mr. Ingraham: I would like the record to show, Your Honor, that respondent has produced the cards of the employees authorizing the company to deduct 25 cents a month from their wages and turn it over to the Donnelly Garment Workers' Union.

Trial Examiner Batten: As I understand it, those are here for anyone's inspection.

Mr. Langsdale: May I ask a question?

Mr. Ingraham: Certainly.

Mr. Langsdale: Was this action unanimous?

Mr. Ingraham: We have a card from everybody from whose wages we have deducted 25 cents.

Mr. Langsdale: Has anyone refused to sign it?

Mr. Ingraham: I can't say.

The Witness: Do you want me to answer that?

Mr. Langsdale: Yes.

A. Everybody has been told, Mr. Langsdale, they didn't have to pay their dues that way.

[fol. 935] By Mr. Langsdale:

Q. That is not the question. Did everybody sign it?

A. With the exception of the salesmen. The company did not agree to take the dues out of the salesmen's checks.

Q. But everyone that the company did agree to take dues from signed the card?

A. Yes, as far as I know. There might be—

Mr. Ingraham: They signed the cards before the company turned over any money or agreed to turn it over?

A. Absolutely, yes, sir.

Trial Examiner Batten: I think, as long as they are in here, anyone may inspect them and go over them, and then if there are any questions—

Mr. Langsdale: (Interrupting) My only thought was, I don't care to inspect them if I have an answer that everybody signed the cards.

The Witness: Yes, everybody did.

Trial Examiner Batten: With the exception of the salesmen?

A. With the exception of the salesmen. The company refused to take theirs out of their checks. They paid theirs in cash.

Trial Examiner Batten: We will proceed.

Mr. Tyler: Miss Todd, at the time of adjournment you were repeating certain oral complaints of employees which [fol. 936] had been handled by the committee. Can you recall other complaints which were oral and not written?

A. Naomi Osipik wasn't satisfied to work continuously in the department where she was and wanted to be transferred. We were able to get a transfer for her to the department where they make models.

I remember that Ben James, in the cutting department, wanted an increase in salary. That was taken up with the company and he received an increase.

And I remember a complaint that Ola Jewett made about some prices on some work she was doing, and that was raised.

I remember a complaint rather recently of one of the operators on a button machine, Laura Lee Royce, who asked to have her guarantee lowered. I talked to her and told her I didn't think that was necessary. She had been ill and was out for several weeks. She said, well, she wanted it lowered anyway; if I didn't want it lowered she would go down and talk to Mr. Baty or somebody, because she

didn't feel she was up to her earning capacity and didn't want to feel she was having to push herself in any way.

Then, a complaint that was made against one of the instructors, that she was being harsh in her manner of talking to the operators, and there was quite a little discussion about that. I remember at two meetings the committee discussed it, and it was taken up with Mr. Baty. [fol. 937] I know he reprimanded her and got results from that reprimand.

Q. Do you remember any oral complaint about the day before Decoration Day?

A. Yes. There had been a number of requests that the girls would like—some of them would like to be off Decoration Day and work the Saturday previous to Decoration Day. They became so numerous that we talked to Mr. Baty about that and asked him—well, the committee discussed it, also, at one of their meetings, about whether we would be justified in asking to trade Monday for Saturday.

Q. What Monday and what Saturday are you talking about?

A. The Monday before Decoration Day, trade it for the Saturday previous to that Monday so that it would give us a holiday, we would be off on Monday and Tuesday, three days there together. And the committee thought it was all right, if the majority of them wanted to do it. We asked Mr. Baty if he would do that. We got into some discussion but—oh, I think probably 10 or 12 girls in one department, because they said they didn't want to do that. It was settled in a satisfactory manner. There got to be quite a little discussion there about it, but it was decided that the majority would rule, and everybody had an opportunity to express their desire as to whether they preferred to trade Monday for the previous Saturday or not.

We did have those three days holiday, and it was decided [fol. 938] by the majority expressing their desire to do that.

Then— Did I mention Nell Stites before lunch?

Q. Yes. Were there other oral complaints handled by the committee which you do not recall by name or circumstances at this time?

A. Yes. There have been numerous--many complaints. I don't just recall all of the names of them right now. I know there were a great many requests that their guarantee be raised and that they be moved into another group, into a higher group.

One of those, I remember, was Mabel Bracey. She thought her guarantee should be raised from \$22.50 to \$25.60. That was discussed with Mr. Baty and it was taken care of.

Q. Has the committee taken any part in any requests or applications of employees for an increase in either classification or pay?

A. I got some information out of my desk here--

Q. Has the union taken any part in that?

A. Yes, sir.

Q. Will you name instances; if any, in which the union was successful in securing a raise in classification or a raise in pay for members?

A. There was one instance where there were 15 or 20 taken care of at one time. There are numerous instances where individuals have been taken care of. I can remember some, and I can give them to you if I can refer to this [fol. 939] sheet of paper.

Q. Is that a memorandum of your own?

A. Yes.

[fol. 940] Q. Will you give it, please.

A. Edna Rawlings--all of these are requests that have come to some member of the committee and have been taken up with the company and satisfactorily adjusted. Edna Rawlings. Her guarantee was raised to \$25.60. Ethel Carpenter was raised to \$25.60. Dorothy Deitz, her name now is Sharp--

By Mr. Langsdale:

Q. (Interrupting) Dorothy, what?

A. Dorothy Deitz Sharp, D-e-i-t-z, was raised to \$22.50. Inez Engle was raised to \$22.50. All of these are guarantees that were raised that I am going to name, that are satisfied, that were raised to \$22.50. May Ingold, Ann Murray, Opal Simmons, Pearl Boswork, Ruth Lowes, Regina Platner, Katherine Sutulovich, Laura Hills. I have one here, I have E. Cameron. I think her name is Elsie.



I get her confused with Edith Coll. Pearl Black, Lois Kes-singer, Tibitha Miller, Mary Cox, Pearl Hall, Virginia Dare, Katherine Hardsau, Laura Hanson, Marie E. Richardson, Allie Rieman, Verna Harrison was handled in the same manner and raised to \$22.50. Reba Hisel was raised from \$16.50 to \$18. Ellen Burton was raised to \$20. Bessie Maxwell to \$20. In fact, all of the following are to \$20: Nina Stewart, Mary Warth, Rubie Clayton, Mary Crume, Evelyn Lewis, Ruth Davidson.

I would like to say this is not all of them, but these are notations that I have made of various kinds.

Q. Miss Todd, the wage agreement has some provision [fol. 941] to the effect that 40 per cent of the operators are guaranteed \$25.60?

A. Yes, sir.

Q. I think my figures are correct. I want to ask you whether you do any checking or in any way check the situation to see that this guarantee by the company is carried out, that 40 per cent do get as much as \$25.60?

A. I do check that each week, and if they are not correct, they are adjusted so that that is true.

Mr. Tyler: I ask the stenographer to mark the papers I hand him, being twenty-nine sheets of paper labeled, each labeled "Complaint form", Intervener's Exhibit 15-A, B, C, and so forth, on to the twenty-ninth sheet, making AA the second time around.

Trial Examiner Batten: They all pertain to the same thing?

Mr. Tyler: Yes. They are all about complaints.

(Thereupon, the documents above referred to were marked as "Intervener's Exhibits Nos. 15 to 15-BB" for identification.)

By Mr. Tyler:

Q. What are these papers which have just been marked by the stenographer, which I hand you, Miss Todd?

A. They are complaints or adjustments of complaints made by members of the Donnelly Garment Workers' Union.

Q. Included in them are some responses by the company [fol. 942] to complaints?

A. That is correct.

Q. I will ask you if the printed form on them is the form supplied by the Donnelly Garment Workers' Union for the use of its members making complaints?

A. Yes, sir.

Mr. Tyler: I offer them in evidence.

. . . . .

Trial Examiner Batten: They will be received.

(The documents heretofore marked as "Intervener's Exhibits Nos. 15 to 15-BB, inclusive" were received in evidence.)

Mr. Tyler: On the sheets marked "complaint form", I understand that the printing is the form of complaint prepared by the Donnelly Garment Workers' Union for the use of its employees who want to make complaints. Is that correct? A. Yes, sir.

. . . . .

[fol. 944] Q. Are there any of them in which more than one employee joined in a complaint?

A. Yes, sir. The one on the top is by three employees.

Q. Will you point out others and give the names of others joining in the complaint where there are more than one?

A. There is one here that has several prices on it that needed to be changed. Those were made by different people, but I took that up with Mrs. Nichols personally and these were the changes that were made. Now, there is another sheet here—

. . . . .

[fol. 945] Q. Are these all of the written complaints, as far as you know, that have been filed with the committee by employees?

[fol. 946] A. They are the only ones I have ever known anything about.

Q. Why didn't you have more complaints?

Mr. Leary: Just a minute.

A. We did have more complaints.

Mr. Leary: I object to that as being immaterial.

Mr. Tyler: I think she has a right to—They are criticizing us on the theory that it wasn't a real union because there were no complaints. I think the witness has a right to say whether there were a few or whether there were many.

Trial Examiner Batten: Mr. Tyler, you do not mean that that is a proper question.

Mr. Leary: It calls for a conclusion, also.

Mr. Tyler: Yes, I think it is a proper question. If there were few complaints or many complaints, I think she should say—

Mr. Langsdale: How could she know the mental attitude of 1,300 people about signing or not signing complaints?

Trial Examiner Batten: She may say why she thinks there were not any more. Of course, I suppose first we will have to determine, should there have been some more, and if not, why not?

Mr. Tyler: I don't think we have come to that as yet, Your Honor.

Trial Examiner Batten: She may answer the question. [fol. 947] A. Well, there were more complaints. I didn't say there were not. There might be more.

I think we have a pretty good contract, and I don't think to just ask for something unreasonable— We do try to ask for the thing that is right and the thing we think we are entitled to, and try to get it.

By Trial Examiner Batten:

Q. But what has that to do with why you didn't get more complaints?

A. I think we have already established a good setup in our salaries and piecework prices we are not apt to have as many as if we just had a very small guarantee.

Q. In other words, you think that would indicate the majority of the employees are very well satisfied?

A. In most instances—in a great many instances. I don't know whether that is just the word I should use. But, on the whole, we have a good contract. We have higher guarantees than they have around town.

Q. Does that stop anybody from wanting more?

A. It doesn't, but it does make us not want to be unreasonable and ask for something we couldn't possibly get. We have already created a condition by our contract whereby we have more than similar industries in Kansas City.

Q. Do you think on that basis you should forever be satisfied, then, as long as you are one jump ahead of somebody else?

A. I don't think we would forever be satisfied, no, sir. [fol. 948] Q. Then, how much has that to do with it?

A. We have worked out an agreement there that is above the average in Kansas City, and in doing that we are not possibly creating a thing that makes somebody want something more, more, more, that is unreasonable.

Q. Suppose all of the other shops in Kansas City beginning the first of next month reduced their wages 50 percent, do you think you should agree to reduce yours 25 percent so you do not get too far away from them?

A. I don't think we would.

Q. Then, what relationship is there between them? Isn't it a question of what you produce and how our plant operates, and so forth, that should govern what you get?

A. It does. We have always, Mr. Batten, had good wages at the Donnelly Garment Company. We did get some decided increases in our contract—

Q. (Interrupting) Just a moment. I want you to tell me what you mean by "good." How do you determine what is good?

A. I think in a community where—

Q. (Interrupting) Let's forget all about the community. You are putting this entirely on a basis of comparison. Outside of that point, what point do you mean by "good"?

A. They are away above the average—

Q. (Interrupting) I say, let's forget all about comparisons. On any other basis are they good?

[fol. 949] Mr. Tyler: If the Examiner please, I submit she cannot give an opinion as to whether the wages are good without in some way comparing them with others.

Trial Examiner Batten: Then, she should say so. I am asking her if on any other basis outside of comparison they are good. I am trying to find out if that is the only basis for determining if they are good.

A. No. I think the contract and the salaries the employees receive will speak for themselves, aside from anything else. We knew that they are good.

Trial Examiner Batten: That is all.

By Mr. Tyler:

Q. What other elements besides prices paid in other garment factories did you consider in determining what wages you should ask for in this contract, if any?

A. Well, we were trying to give some consideration to the living conditions, what we had to have to live on. In this community it may not cost us as much to live as in some other community; it may cost more than in some other community. We tried to give thought to those things, and we tried to get as much as we thought was reasonable to get, and we did get in some instances more than Mrs. Reed cared to give.

Q. Did you or did you not give consideration to general business conditions in the garment industry?

A. We tried to, yes, sir. We all have friends that are in the garment industry and know in substance, not in detail, what they are making. You have a general knowledge of that from one industry to another when you are working in an industry of this kind.

Q. Did you or did you not give any consideration to the capacity of this particular company, your employer, to pay wages?

A. We felt they were able to pay higher wages, and that is why we asked for higher wages.

Q. Do you know of your own knowledge whether it has been announced in meetings of the union that the



employees were expected to present their complaints, if they had complaints, to the committee of the union? Has that ever been announced at the meetings?

Mr. Leary: I object to that as a self-serving statement of the witness.

Trial Examiner Batten: If she remembers; she may testify.

A. I think I am safe in saying we never have a meeting that that is not mentioned, if they have complaints to take them to the individual or anybody but please to let us know about them. If they have complaints and don't tell us there is nothing the committee can do about it.

By Mr. Tyler:

Q. Have the minutes of the meetings of either the union or the executive committee been "doctored"?

A. No, sir.

Q. In whose custody have those minutes been since they were originally prepared?

[fol. 951] A. In most instances, Marjorie Green's, or the secretary, when she is typing them—she has been the secretary all of the time. And, I have had them. Since this trial has been going on they were down for about 20 hours—the International Union, the accountants had them going over them, and they have been taken to Mr. Tyler's office, and the Labor Board has used them, and they have been at the photographer's—they have been a good many places.

Q. It is not your pretense or statement that these minutes are a word-for-word account of every word spoken in any of the meetings, is it? A. Not by any means.

[fol. 951] Q. What do the minutes represent?

A. They just represent—

Mr. Leary: (Interrupting) I object, Mr. Examiner. There has been no showing she took these minutes. I think this question might be proper of the person who took them. I can refer the Examiner to the fact that quotation marks are used almost throughout the minutes.

Trial Examiner Batten: I don't see that this witness is qualified to answer the question. In the first place,

this witness is not the officer of the union responsible for these minutes. Unless she is definitely qualified I do not see how she can answer the question. If the secretary of [fol. 952] the organization, the person who took them—

. . . . .

By Mr. Tyler:

Q. Were or were not these minutes submitted to the executive committee after they were written? Did the executive committee go over them after they were written?

A. In most instances; not in every instance.

Q. Were you present at these meetings that are written up in these minutes? A. Yes, sir.

Q. From examining the minutes after they were submitted to the executive committee, and from your knowledge by attending these meetings, and from the instructions of the executive committee about taking minutes, can you tell the Court what these minutes purport to be, as to whether they are a word-for-word report of everything that was said, or what are they?

Mr. Leary: I object to that, Mr. Examiner on the same ground.

Trial Examiner Batten: You may tell what you think they are, as far as you know.

A. I know they are not word-for-word, Mr. Batten. In some instances—

. . . . .

[fol. 953]. Mr. Tyler: I submit neither these minutes or the minutes of a similar body purport to be more than a substance of what action was taken.

Trial Examiner Batten: Is it your position, Mr. Tyler, that these in substance relate any action that was taken?

Mr. Tyler: That is my position. In substance they relate the action that was taken.

Trial Examiner Batten: Your question of the witness merely relates to whether it was a verbatim report; is that it?

Mr. Tyler: Yes. Our opponents suggest these minutes are incorrect in that they purport to be a word-for-word account, and they do not.

Trial Examiner Batten: These are not a verbatim report of everything that was said at the meetings?

A. No, sir.

Mr. Langsdale: May I suggest to the Examiner, a very [fol. 954] large percent of these minutes are in quotation marks. Would you want to qualify that question?

Trial Examiner Batten: If you will wait a moment, Mr. Langsdale—

By Trial Examiner Batten:

Q. As far as you know, they in substance show what action and what general subjects were discussed at the meetings; is that it?

A. Mr. Batten, I can't say that they do. In some instances I know they are the things that happen at some of these meetings. Here is one in my hand I can tell you very definitely about.

[fol. 955] Q. Well, then, you can't even say that they in substance represent—

A. (Interrupting). I do say in substance they do. I know there are things that are not even mentioned that are talked about at these meetings.

Q. I know, talked about, but matters of any importance that were passed upon or discussed, at least, it is mentioned in these minutes?

A. Any motions that were made, and so forth, those are very definitely here. I don't recall leaving any of those out.

Q. And official actions you took are recorded in the minutes? A. That is correct.

Q. So that the other might be argument, discussion, pro and con? A. That is right.

Q. Now, Mr. Langsdale referred to certain matters which have quotation marks. Wherever there are quotation marks, I presume there is no question about that statement, is there?

A. Yes; I don't know. I don't see one just this minute. Well, yes, I do, right here in this one. I know there is something very definite should be in this thing that is here.

Q. I say, are the things here in quotation marks as far as they go correct?

[fol. 956] A. I don't feel that I could say yes without reading every one of them.

Q. Well, then, you better start out reading them, because we got to find out something about these minutes. They are either worth something or nothing.

Mr. Langsdale: I object to her answering the question upon the ground that she has already, by her answer, shown she is not qualified to answer.

Trial Examiner Batten: Well, I think I shall let her go ahead and start out, Mr. Langsdale. These minutes mean something or don't mean anything. We might as well find out.

Mr. Tyler: May we defer the matter of her reading them more carefully until there is a recess or until this evening? It would take her, I expect, an hour or two to read them.

Mr. Langsdale: My experience is, I would say it would take five hours.

Trial Examiner Batten: Well, I am perfectly agreeable, Mr. Tyler, if you want to have Miss Todd take your copy of those and go over them. I won't say that it even has to be done by tomorrow, but I would like to have her go over them carefully so she can make some sort of a statement. That is, the minutes either in substance are correct, or she has said they are correct, where there are motions, or they are correct where there are quotations. In other words, if she goes over them in the next day or two, [fol. 957] she can get some kind of an idea what they are.

Mr. Tyler: We agree to do that.

Mr. Langsdale: Mr. Examiner, wouldn't it be better to have the person who took this down testify about whether

or not they contain what was done? Of course, I can see how her testimony would have some value. She was there, to some of them, not all of them, but the stenographer who claims to have taken down a shorthand record of everything that was done would be the best witness to testify as to whether or not these records show—

Trial Examiner Batten (interrupting): I would like to have Miss Todd look them over and take sufficient time so that she can come in here and say definitely just what those minutes are or what they mean. She certainly doesn't know now.

Mr. Langsdale: My point is that Miss Green could give us a more valuable statement about that.

Trial Examiner Batten: I have no objection to getting Miss Green's statement, but I would like to have Miss Todd's statement, too, as to what she thinks they mean.

By Mr. Tyler:

Q. Miss Todd, was there any instance, to the best of your knowledge, or any occasion, to the best of your knowledge, when events that actually happened at any meeting was kept out of these minutes because it was feared they might be damaging to the union? A. No, sir.

[fol. 958] Q. Was there any instance or occasion, to the best of your knowledge, when things that did not happen were put into the minutes with the idea that it might be helpful to the union? A. No, sir.

Q. What advantage, if any, Miss Todd, did the Donnelly Garment Workers' employees gain by the wage agreement and the contract which they didn't have before the wage agreement and the contract were adopted?

Mr. Leary: Now, I object to that as calling for a conclusion, Mr. Examiner. The documents will speak for themselves.

Trial Examiner Batten: Well, we haven't any document here showing what they were getting before.

Mr. Leary: Well, those are the payroll records of the company and I think those are the best evidence.



Trial Examiner Batten: Well, I think she may go ahead and answer.

[fol. 960] Mr. Tyler: You may answer, Miss Todd.

A. Well, we established in this articles of agreement, this \$15 minimum was established.

Trial Examiner Batten: Well, now, the important thing is not what you established. What was the minimum before? What was the situation in this plant before you ever had a contract?

A. In some instances some employees had been guaranteed \$15. It was not my knowledge that all of them had been guaranteed nothing less than \$15.

Mr. Tyler: Well, Miss Todd, can't you take certain paragraphs and say what the situation before this contract was and what it is since the contract, paragraph by paragraph, in cases where you know of a change?

A. Well, our operators had a guarantee at that time of \$15, but time workers didn't have a definite guarantee, or a definite minimum at all, and that is established in this paragraph 2 of this working agreement.

Mr. Langsdale: Who was that that didn't have any [fol. 961] guarantee?

Trial Examiner Batten: The time worker did not.

A. (Continuing) I think the time workers did not. It was not my impression that they did have.

[fol. 966] By Trial Examiner Batten:

Q. Now, what was the situation before the contract?

A. The situation before had been that the employer had the right to increase or reduce his working force, but this contract gives the union also the right to interfere if he feels so—if we feel that some one is being allowed to go unnecessarily.

Q. You mean because of the union activity?

A. Well, no, not necessarily that. We certainly would do that if they were being let go because of union activity, but if they are being let go and we felt it was not right, the union still has the right to go to the employer and see if these people couldn't be retained.

Mr. Langsdale: Now, I object to that answer and ask that it be stricken out as an explanation for paragraph 14, because there isn't anything in paragraph 14 upon which to [fol. 967] base that statement or conclusion, not anything. That says, "The employer shall have the right to discharge."

Trial Examiner Batten: I was just getting ready to ask another question or two, but in view of your motion I will have it stricken. I was going into that some more. You may proceed.

[fol. 969] By Mr. Tyler:

Q. Now, Miss Todd, will you take the wage agreement and without—if you can, without reading out loud the whole agreement, read the paragraph to yourself, and when you have knowledge of any change produced by that wage agreement, state what the fact was before and what the fact was after the execution of that wage agreement in such paragraphs as you have knowledge of any change, if there was any.

A. The second paragraph of this agreement calls for five holidays, which are allowed all of the employees, and previous to this time the piece worker had not been paid for the holidays.

By Mr. Langsdale:

Q. That is the supplemental agreement?

A. Yes, sir, which is approximately—it is equivalent of a week's work during the year.

By Mr. Tyler:

Q. I don't think your answer is plain. Do you mean it gives five holidays which shall be allowed with pay?

A. Shall be recognized, all workers shall be paid for these holidays.

Q. Now, what was the status before?

A. Piece workers had not received these days, these holidays, with pay. Piece workers "All workers shall be [fol. 970] paid for these holidays" is the way this contract reads, and is the way it has been executed, piece workers on the same basis as paid vacations, and if I didn't make [myself] clear, what I am trying to say is that piece workers had never received the five days vacation during the year with pay, which is the equivalent to them of a week's work.

This Group 1 operators gives these operators a much higher guarantee than they had ever been guaranteed before. Forty per cent of them receiving—

Mr. Langsdale (interrupting): Now, I object to that answer as a conclusion upon the part of the witness. The evidence ought to be as to what the increase is.

Mr. Tyler: I think it is desirable that she should give the figures as she knows them, but I think that if she can say as a fact that the figures are higher, she is entitled to state that; even if she can't give the figures.

Trial Examiner Batten: I don't think it means a thing in the way she answered, much higher. If she doesn't know, let's get somebody here that does. I mean, there is no use trying to have a witness answer questions that they can't answer. Now, surely there is somebody in the organization or with the respondent who could very definitely state, Mr. Tyler.

The Witness: I thought I stated, Mr. Batten, that we had received a \$15 guarantee. Now, this supplemental con-[fol. 971] tract calls for a \$16.50 minimum guarantee. This Group 1 raises this percentage of these operators to \$25.60 for 40 hours, in this Group 1 operators receive a \$25.60 guarantee as a minimum.

Trial Examiner Batten: Instead of what?

A. Instead of \$16.50, instead of in this contract, and previous to this contract, they had not had a guarantee of over \$15.

By Mr. Tyler:

Q. Do you mean there was no guarantee applying specially to that group of operators before this wage agreement was signed?

A. Before this wage agreement was executed, we had a minimum of \$15.

Q. But no especial minimum for that particular group of operators?

A. No, sir.

Q. All right. Go ahead.

A. Then there was established a definite thing for all the employees to receive a minimum of \$15 in this wage agreement. Now, this supplemental agreement established the \$16.50, which we gained after some—

Trial Examiner Batten (interrupting): Well, now, you have told us that, Miss Todd.

A. (Continuing) Then, this Group 1, 40 per cent of them were guaranteed as a minimum, \$25.60.

[fol. 972] Mr. Langsdale: \$25.60?

A. Forty per cent, \$25.60 per week of 40 hours; 30 per cent in that same group were guaranteed \$22.50, and 30 per cent of them were guaranteed \$22.

By Mr. Tyler:

Q. Now, Miss Todd, was it a fact that before this supplemental agreement went into effect, that they were all, the only guarantee any of them had was that flat minimum of \$15 a week?

A. Yes, sir.

Q. All right. Go ahead.

A. Group 2 operators, 40 per cent of the operators shall receive a minimum of \$20, and all the way through this, Mr. Batten, they had never had a guarantee of over \$15 previous to this time.

By Trial Examiner Batten:

Q. Do you have any idea how much the payroll shows these same people actually made over a period of, say, 5 years, or 2 years before this contract? Do you have any of that information?

A. No, Mr. Batten, I couldn't give you that information.

Q. In other words, you wouldn't know whether by putting the guarantee in it actually meant more money to them or not?

A. Yes, I do. At the time that we were working on this agreement, we had a great deal of information from the company as to what people had been receiving in the [fol. 973] way of salaries, piece workers and time workers, too, but to tell you now just what those dollars and cents were, I don't think I could do that.

Q. But your recollection is that this is actually, this minimum has actually meant more to these people than the same groups' average wage we will say for 5 years before the contract was signed or 1 year, we will say?

A. Yes, I think so, Mr. Batten, because in this instance, if previous to that time they only had a guarantee of \$15 and something happened to them, now, they should fall down below their earnings—

Q. (Interrupting) I am talking about what they actually earned when they were working.

A. Now, a lot of these people—

Q. (Interrupting) In other words, does the guarantee mean anything if they already made more than that?

A. Well, yes, I think it does.

Mr. Langsdale: I object to her answer for the reason that she shows she has no definite information and the pay-rolls themselves are the best evidence.

Trial Examiner Batten: Well, I admit they are the best evidence, but they are not here at the present time.

Mr. Langsdale. We can get them here. They are available.

Trial Examiner Batten: Well, I presume if proper [fol. 974] steps are taken, I presume they would be brought here.

Mr. Tyler: I suggest that regardless of the facts that it did on the whole improve the actual income of these people, the mere fact that a guarantee is in existence for 2 years, which the company couldn't lower, existed, was an advantage in itself, even if it didn't raise the wages.



Trial Examiner Batten: Well, I didn't mean to imply, Mr. Tyler, it didn't.

Mr. Tyler: Well, I got your impression that you felt it was worthless unless they could show an actual increase in dollars and cents.

Trial Examiner Batten: No, I didn't mean to intimate such a thing.

Mr. Tyler: My mistake.

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[fol. 976] Mr. Tyler: Miss Todd, will you proceed with any other paragraphs in the wage agreement in which changes were accomplished by the wage agreement, and point out what the changes were?

Trial Examiner Batten: Mr. Tyler, may I ask a question about this, please?

Mr. Tyler: Yes.

Trial Examiner Batten: You are going into all of these piece rates and getting a statement here from a person who apparently has not had access to all of the company's records. Supposing these questions are asked, and you have to bring in here all of these piece rates and time studies in connection with them, and just how they were arrived at, and check up all of these back payrolls, I am perfectly willing to do it, if you think this is of sufficient value to you.

Mr. Tyler: I do, Your Honor. I do not believe this witness can testify as to the actual number of dollars increase that was received, but I think she was in the price fixing department, she did work on this committee for years, she made investigations, and in most cases I think she knows of her own knowledge that rates of pay of certain classes were increased, and I think it is important to have that in the record.

Trial Examiner Batten: I am perfectly willing, as I [fol. 977] said a moment ago. It is material evidence on this contract.

Mr. Tyler: I think in most cases she knows of her own knowledge the changes, and I think it important that it be in the record.

Trial Examiner Batten: You may go ahead, Miss Todd.

A. Group 2 operators, 40 percent of these people were given a guarantee of \$20 a week; 30 percent, \$18; and 30 percent, \$18.60. Group 3, 40 percent were given a guarantee of \$18, and the remainder, \$16.50.

Group 4, which—

Mr. Tyler: (Interrupting) Just a minute, Miss Todd. Do you mean by your testimony that in each case where you recite those guarantees, that before the wage agreement the parties you mentioned had no guarantee except the \$15 flat minimum? Is that the meaning of your testimony?

A. That is correct. Then, group 4, that we considered beginners were guaranteed the minimum of \$16.50. The classification of beginners—

Mr. Langsdale: (Interrupting) Everybody in group 4?

A. Yes. Those people are considered beginners. And this period does not extend longer than 12 weeks.

The hand ironers are classified in groups the same as the operators, and— I think I can look through this very quickly, these in these different groups. They are getting more now than they were getting previous to the contract.

[fol. 978] By Trial Examiner Batten:

Q. Would your statement be with respect to all of the classifications mentioned? In other words, they now have a guarantee which amounts to more than the \$15 guarantee before there was a contract; is that it?

A. Yes, sir. The hand ironers, 40 percent of that group, \$25.60; 30 percent, \$22.60; 30 percent, \$20. Group 2, 40 percent of them were guaranteed \$20; 30 percent, \$18; 30 percent \$16.50; all of which was higher than they had been guaranteed previously. Group 3, 40 percent were guaranteed \$18; the remainder, \$16.50.

The beginners, hand ironers, were guaranteed \$16.50, the same as the operators.

The folders, who had previously had a guarantee not as high as this, were guaranteed, 40 percent of them, \$20, and the remainder of them \$18. Group 2, 40 percent of them, \$18; the remainder, \$16.50.

The beginners, folders, the same as the other groups, were guaranteed \$16.50.

In our examiners' group, they were definitely given a raise. This contract calls for 21 and \$18, which was a raise over what they had been guaranteed.

Q. What had they been guaranteed?

A. I don't know that they had a guarantee, but I know they had been receiving that much money.

[fol. 979] By Mr. Langsdale: Examiners, you say?

A. Yes, sir.

Mr. Leary: You mean inspectors by the word "examiners," also?

A. Yes, sir. In the cutting department there were increases there of approximately \$2.50 a week.

Trial Examiner Batten: You mean they are paid by the week?

A. They were increased \$2.50 a week, yes, sir. Cutters are paid by the week.

. . . . .

Mr. Langsdale: They are what workers?

A. Cutters. And there is an increase here in the stretchers. As I remember it, that is \$2 or \$2.50 a week there.

In the dividing department, there is an increase there of —Mr. Batten, I am not positive about that. As I remember, it was \$1.50 to \$2.50 a week.

[fol. 980] Trial Examiner Batten: If you are not positive about it you had better not testify about it.

The Witness: I am not. There is an increase there; I don't recall what it is right now.

In the mechanical department there is an increase of \$2.50 a week there in some instances; in some instances not quite that much.

To my knowledge, the work distributors had never had a guarantee that they would never receive any less than they were receiving. This does establish a minimum of \$20 to \$25 per week of 40 hours. I think I have stated that this is the first contract we have ever had, or the first agreement we have ever had that no one would receive less than \$16.50.

There is another paragraph in this contract that we thought was a good thing for us:

(Reading.) "It is recognized in order to maintain as nearly as possible constant employment throughout the year it may be necessary to transfer people from one department to another."

We were particularly interested in that so that we can have as much employment as possible.

. . . . .

By Mr. Tyler:

Q. State to the Court what change was made in the [fol. 981] rest of that paragraph, if any. Read the last sentence of it.

A. (Reading.) "But in case of such transfer should compensation be higher than the section from which the employee was transferred they shall be entitled to such higher rate while so transferred."

Q. Was there any agreement to that effect before this wage agreement was entered into?

A. No, sir.

Q. Do all of the guarantees you have referred to extend for a period of two years in the future from the date they were executed?

A. Yes, sir.

Q. Miss Todd, did you hear the testimony of Velma Dowdy in the injunction suit tried before Judge Miller?

A. Yes, sir.

Q. Have you had occasion to use the figures she testified that she paid to the International Ladies' Garment Workers' Union as a member of that union for a period of a year—

Mr. Langsdale (Interrupting) Just a minute. I object to that as immaterial.

Mr. Tyler: Let me finish my question.

Mr. Langsdale: Then, you have the witness wait until I make my objection.

Mr. Tyler: I will. Please don't answer until Mr. Langsdale makes his objection.

Mr. Tyler:—the figures she testified she paid to the International Ladies' Garment Workers' Union as a member of that union with the figures which the members of the Donnelly Garment Workers' Union paid to their union, each for a period of one year?

Now, don't answer yet.

Mr. Langsdale: I object to that as immaterial. It doesn't tend to prove or disprove any issues in this case. It involves a lot of collateral issues which will greatly prolong this hearing, as we should be entitled to show what we do with that money and why we need it.

Trial Examiner Batten: I am not concerned with what you should be entitled to show. What is your objection to this question? That is the thing I am concerned with.

Mr. Langsdale: I object for the further reason it is incompetent and irrelevant what she heard someone testify to in some other court. We are about to enter into a stipulation, I hope, and then if they want to produce that testimony the Examiner will have an opportunity to rule on it.



Trial Examiner Batten: I now rule it is absolutely immaterial and irrelevant to this hearing. I do not intend to have a comparison between the International Ladies' Garment Workers' and the Donnelly Garment Workers' Unions. The International Ladies' Garment Workers' [fol. 983] Union is not on trial here, neither is the Donnelly Garment Workers' Union. It is the respondent who is here answering to charges of unfair labor practices. That is the thing we are going to try. If you have any further testimony of any kind pertaining to this matter you can present it in the form of an offer of proof, but I do not intend to receive it.

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[fol. 990] By Mr. Tyler:

Q. Miss Todd, suppose that the operator and the instructor disagree about what instruction is given as to some garment, or whether it is made according to instructions. Who would decide that dispute?

A. You say the operator and the instructor?

Q. Yes, or whoever—who would look at the garment made by the operator and comment on whether it was properly made or not?

A. That was the reason I was asking. If the garment was finished and it was being looked at, being examined, it would be the examiner or the instructor.

Q. Suppose the Examiner and operator disagree on whether it is made right. Who would decide that dispute?

A. Well, the operator would talk to her instructor first.

Q. All right, then. What—

[fol. 991] A. (Interrupting) And if the instructor agreed that she was right and the operator agreed that she was right or what she had been told, I think that operator would either take it to the union or she might take it to Mr. Baty.

Q. Suppose Mr. Baty sided with the inspector. Is there anything that the operator can do then, if she still believes she is right?

A. I think she would very likely bring it back to the union.

\* \* \* \* \*

[fol. 993] By Mr. Tyler:

Q. Miss Todd, are you an executive down at the Donnelly Garment Company plant? A. No, sir.

Q. Have you ever been an executive? A. No, sir.

Q. Has the management ever discussed with you or explained to you how the plant was organized as to departments, or who has jurisdiction of what number of employees? A. No, sir.

Q. When you say in direct examination that Mr. Baty has charge of such-and-such group of employees, what do you base that sort of a statement on?

A. On general knowledge from working there, and in referring to Mr. Baty, I do know that he is the production manager.

Q. How do you know that?

A. Well, I think I have never been definitely told that. I have that information the same way, just general information.

Q. That is, you gather information about the organization of the plant just from your observation, as any other employee would? A. Yes, sir.

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[fol. 995] Q. Did Mrs. Reed or did any other executive or representative of an executive ever give you orders or instructions about the organization or the operation of the Donnelly Garment Workers' Union?

A. Never did.

Q. What reasons, Miss Todd, did you personally have for coming to the belief that it was to the advantage of the employees to organize their own labor union?

Mr. Foster: I object to that as immaterial.

Trial Examiner Batten: Are you going to have her express an opinion as to why she thought it was for all of the employees, or are you going to have her give her views on it?

Mr. Tyler: I am going to have her give her views as to why she made that choice.

Trial Examiner Batten: She may give her views on it as to why she made that choice.

Mr. Foster: I submit, Mr. Examiner, that is not the question in the form it was asked.

Trial Examiner Batten: I say, that is what she is now going to give.

A. I didn't like the manner in which the I. L. G. W. U. seemed to conduct their plan or organization. I felt like we could operate a union with less expense than they apparently did.

The Wagner Act practically, from the parts Mr. Tyler [fol. 996] had read to us and discussed with us—practically invited us to form an employees union of our own; and, the law giving us that privilege, I thought we would be smart to do it, was the reason I wanted to do it.

Mr. Foster: Mr. Examiner, I move that the answer be stricken out due to the fact, that it contains only conjecture and opinions of this witness not shown to be based on any facts.

Trial Examiner Batten: I don't think there is any question but that this witness can express her opinion if she wants to. It may stand.

Mr. Tyler: Had you had any report on what injunctions could do for you that was not entirely satisfactory as to your protection of your individual members and employees?

[fol. 998] A. Mr. Tyler did advise us he had attended some hearings of injunctions that were being asked for by other companies and he did not feel that they would give us the protection we were asking for and felt that we needed—and we felt that a union of our own employees would give us more protection.

By Trial Examiner Batten:

Q. And did Mr. Tyler advise you that he thought that was the thing to do?

A. Yes, Mr. Batten. In reading from the Wagner Act—He didn't advise us he thought it was the thing to do; he advised us we could do it, and read and discussed parts of the Wagner Act. The way it is worded—

Q. (Interrupting) You gathered from what he told you that he was of the opinion that it would be better to form this union than to bother with the injunction?

A. Yes.

By Mr. Taylor:

Q. How long after you first consulted Mr. Tyler and Mr. Rossett did you get such advice with reference to a union from them, or either of them?

[fol. 999] A. How long after we first consulted them?

Q. Yes.

A. The first consultation was on March 27, and it was after the 12th of April when we had any advice as to form an employees' union.

Q. Can you fix the time any more definitely than by saying after the 12th of April?

A. I think it was probably April 13, or it might have been the morning of the 14th, or something like that. It was shortly after the Wagner Act was declared valid, which was April 12, 1937.

Q. Miss Todd, in your direct examination something has been said about the company putting a stage on the first floor of the building. The first floor, that is right, isn't it? A. Yes, sir.

Q. Do you know of any reason the company had for putting a stage on that floor?

A. Yes, sir.

Q. What was it?

A. It was for the purpose of having their style shows there when they were presenting a new line.

Q. And so far as you know, it was not for the purpose of providing something for the union to use?

A. Oh, No. It was provided solely for that purpose. They use it six or seven times a year for that purpose.

[fol. 1000] Q. Did the Donnelly Garment Workers' Union ever petition the National Labor Relations Board to hold an election of employees?

A. Yes, sir.

Mr. Leary: I object to that, Mr. Examiner, and move the answer be stricken. I think if there is any petition they might have filed, it would be the best evidence.

Trial Examiner Batten: Well, of course, I think that it is immaterial whether they have or haven't, so far as this hearing is concerned. What is the—how is it material to these issues, Mr. Tyler?

Mr. Tyler: I wish to show that they have at all times been willing to have such an election and have so expressed themselves, and have been confident of their ability to win such an election; that they have petitioned the Board for it, and that the suggestion which has appeared somewhere, I believe—I may be wrong about that—that they didn't petition until very late, has a very sound reason, that it doesn't in any way discredit their statement that they can prove their choice by an election.

Trial Examiner Batten: Mr. Tyler, I don't see it has anything to do with this hearing at all. Any matter connected with the petition or anything with relation to it.

Mr. Tyler: Then, I wish to make an offer of proof.

Trial Examiner Batten: You may make an offer of proof.

[fol. 1001] Mr. Tyler: I offer to prove by this witness that the Donnelly Garment Workers' Union has filed two petitions with the National Labor Relations Board for an election of the employees as to bargaining representatives and labor unions, both recently, before the beginning of this hearing; that the reason they did not file any such petition earlier was because they had a contract with their employer and were operating satisfactorily under it through representatives of their own choosing, and they felt that their situation was satisfactory and that if any outsider disputed the claim that they were being represented by representatives of their own choice, it was devolved upon such outsider to ask for such an election to change the status quo. Also, that the union on several occasions authorized their attorney to agree to submit to an election of the employees and abide by the result, and that that was done in the record and the three-judge court hearing and again during the hearing before Judge Miller.

. . . . .



[fol. 1002] Trial Examiner Batten: Mr. Tyler,—well, no, I don't know as—I thought I wanted to ask you a question there. Of course,—I think that I will. Of course, you know that any request of the three-judge court or Judge Miller is of no force and effect, don't you?

Mr. Tyler: I don't concede that, your Honor.

Trial Examiner Batten: I mean, as far as the Wagner Act is concerned, you concede that it is not?

Mr. Tyler: I concede that the Wagner Act does not authorize Judge Miller to hold an election. I concede that.

Trial Examiner Batten: That is what I meant.

Mr. Tyler: But I would insist very respectfully, but very earnestly, that what we are trying to find out here is what these employees really want of their own free will and this is some evidence of it. Now, it may be they are dominated in that, or somebody ordered them to do that, but I submit that I have a right to show that they are eager to have an election and they are willing to have it, whether it is under the Wagner Act or otherwise, and agree to abide by the results.

[fol. 1006] Mr. Langsdale: My only purpose in making this statement is the idea that I have that these—that Mr. Tyler has the thought that maybe if the Examiner feels that these very highly respectable tribunals ruled on this same evidence and found some way, it might have some weight with the Examiner. It might have some weight with the Examiner, and the fact is they didn't rule on that issue at all.

Trial Examiner Batten: Well, it is immaterial to me. I won't give any consideration to it unless it is the evidence that was submitted here, was received in this hearing.

Mr. Langsdale: Well, I feel sure of that.

Trial Examiner Batten: If any such was offered.

Mr. Tyler: I cannot let Mr. Langsdale's statement stand, because I assert that Judge Miller did find as a fact that this union was organized and operated by the free will of the employees. It is in the findings of fact, and I can't let Mr. Langsdale's statement stand without making that statement.

Trial Examiner Batten: Now, the record may stand as it is. I said that the Board has exclusive jurisdiction as far as the Act is concerned, and if the facts warrant it, we will take such jurisdiction, and if they don't, the Board would not take the jurisdiction irrespective of what may have been done in any other proceeding. We will proceed.

[fol. 1007] By Mr. Tyler:

Q. Miss Todd, when you applied for work at the Donnelly Garment Company, did you use Mrs. Reed's name in order to get a job? A. I did not.

Q. What was your acquaintance with her before that time as to whether it was casual or close?

A. It was very casual.

Q. Have you ever been on intimate terms with Mrs. Reed? A. Never.

Q. Or terms other than those of another employee?

A. That is correct.

[fol. 1013] Q. Do you consider you have some knowledge of what a girl ought to be able to do if she is a good workman on a certain machine, in a certain kind of operation, based on your experience? A. I certainly do.

By Trial Examiner Batten:

Q. You mean that covers the entire plant?

A. The entire plant?

Q. The entire production department?

A. I am speaking now of pieceworkers.

Q. That covers all of the pieceworkers? A. Yes, sir.

Q. You think you personally are sufficiently familiar with all of these pieceworkers and the operations, and so forth, so that you are in a position to pretty well determine—

A. (Interrupting) I think that I have sufficient information and past experience, years of it, that would give me a very good knowledge that would be dependable enough to work from. Now, that doesn't prevent that operator, if I should—

Q. (Interrupting) I am just talking about your own personal knowledge.

[fol. 1014] A. Yes.

Mr. Tyler: Did you or did you not consult other members of the committee, or parties in departments where a particular piece of work was under question, before coming to a decision of what that was?

Mr. Langsdale: I object to that as leading and suggestive. Having seen the apparent defect in her answer, he wishes to supply it by this question.

Mr. Tyler: I object to the comment on the part of counsel.

Trial Examiner Batten: I will sustain it on the ground that if you want to show what she actually did—If Miss Todd will just tell us what processes she has actually gone through, that is more important than what she would do if something should happen.

Mr. Tyler: If you will do that, Miss Todd—

A. You want me to tell you—

By Trial Examiner Batten:

Q. Tell us of a specific case. You have mentioned several people where you handled oral complaints for them. Just take one of those and tell us what you did.

A. I think, rather than to tell you just what I do, if she complained about the price you would have a clearer picture than to tell you how I arrived at it.

Q. I want to know what you have actually done in [fol. 1015] some case which you have handled.

A. In the way of a complaint?

Q. Yes.

A. You will admit, that already there is a price on that operation?

Q. I won't admit anything.

A. I mean, there is a price on that operation?

Q. I assume there is.

A. Then, if she would complain to me—I am trying to think.

Q. Now, let's go through an actual case once.

A. I am trying to think of one, and then I will tell you. For instance, Nell Stites—I mentioned her name yesterday—complained she wasn't making enough money on setting a sleeve in a certain garment. I don't remember the number of the garment—I think I could find that out—

Q. Just tell us the steps.

A. In discussing it with her she said, "I just can't do it." I said, "Nell, is it that something is wrong with the work that has been done previously, or that there isn't enough money on it?" She said, "There isn't enough money on it."

My conversation with her would be this: "I want you to tell me how much you have earned, how many you are able to put in in an hour, and I will talk to Mrs. Nichols and the other girls and we will see if there is something [fol. 1016] wrong with the work that has been done and see if you have enough money."

Q. Is that what you did? A. Yes, sir.

Q. Go ahead and tell us what else you did.

A. In talking to Mrs. Nichols my stand would be, I don't think there is enough money on it until this girl shows us she can't do it. She is an efficient person and she needs more money on that. If I had any difficulty with Mrs. Nichols—

Q. (Interrupting) If you did? Did you?

A. Yes, I did.

Q. Tell us about that.

A. In some instances I did and in some I didn't.

Q. Tell us about when you did.

A. In that instance I went to Mr. Baty about it and told him I thought Miss Stites was justified in asking for more money, and more money was put on it.

Q. Then, Mr. Baty made that adjustment? A. Yes.

Q. When you got more money on this operation did that mean more money on this same operation with the other employees? A. Absolutely.

Q. It was adjusted with all of them for that operation?

A. Absolutely. If one would receive it they all would receive it.

Q. Well, did they?

[fol 1017] A. Yes, sir.

Q. When did this occur, if you remember?

A. Well, this is June, and, as near as I can remember about this particular thing, Mr. Batten, it might have been February or it might have been January; I would have to look that up. I can't tell you definitely about that.

Q. This year? A. Yes, sir.

Q. What was the number of that department or section, do you remember?

A. Well, no. It would either have been 411 or 415. I would have to look into that, too, because she might have been one place or the other.

Trial Examiner Batten: That is all.

By Mr. Tyler:

Q. Is the matter of whether an operator is classed among the more efficient operators a matter which is arbitrarily left to the employer, or does the union ever undertake to do anything about that classification?

A. It is not left entirely with the employer. I stated yesterday that there were—I think I gave some 20 or 30 instances there where their guarantee had been raised at the request of the union.

Q. Does that mean their classification had been changed at the demand of the union? A. Yes, sir.

[fol. 1018] Q. In regard to the bulletin boards you testified on direct examination, I believe, that the union at some time placed notices on the bulletin boards in the factory. Is it not a fact that individuals also used the bulletin boards for lost and found, and matters like that? A. Yes, sir.

Q. Has any request been made by the union from the company for permission to use those bulletin boards?

A. No, sir. Anybody uses them, and we have just used them.

Mr. Leary: I move to strike all except the first two words of her answer as not responsive.

Trial Examiner Batten: It may be stricken.



Mr. Tyler: Now, at the time you received what I believe you have testified to as the only raise you have had from the company, is it or is it not a fact that a large number of employees received raises at the same time?

A. It is a fact.

Mr. Langsdale: I object to this constant leading of this witness, his own witness, his own client, and I suggest that the payroll is the best evidence of that. How does this woman know what was on everybody's envelope or everybody's check.

[fol. 1019] Mr. Tyler: She has not testified to everybody's envelope or everybody's check.

Trial Examiner Batten: Mr. Langsdale, I think your objection goes to the weight that may be given this testimony. If that remains as it now stands, without any co-operation, or anything of the kind, certainly the Examiner nor the Board could give a great deal of weight to it.

[fol. 1020] By Mr. Tyler:

Q. Did you consult Mrs. Reed or any officer or representative of the company about hiring lawyers for the employees? A. I did not.

Q. Did Mrs. Reed, or anyone on behalf of the company, ever say to you or say in your hearing that she was opposed to labor unions? A. No, sir.

Mr. Tyler: I think if the Court please, I will release this witness, reserving the right to recall her, as has been generally reserved in the record.

[fol. 1021] Redirect Examination

By Mr. Leary:

Q. Have you prepared a schedule of the wages you received during the period of the Judge Miller trial in 1939?

A. I asked for it, and then I didn't ask for it again. I know what the union paid me, but I didn't have a place where I could look up the cancelled checks. I moved and I couldn't get them.

[fol. 1023] Q. Do you remember whether or not the Loyalty League and the Donnelly Garment Workers' Union have ever held a joint meeting? A. No, sir.

Q. You deny that they have?

By Trial Examiner Batten:

Q. You don't remember?

A. I don't believe they ever have.

Q. You say you don't believe they have. Did they?

A. I don't remember that they did.

By Mr. Leary:

Q. Do you remember presiding over any meeting that was a meeting of the Donnelly Garment Workers' Union and then right after that they held a meeting of the Loyalty League? A. No, I don't.

[fol. 1024] Q. Do you remember a situation where a Loyalty League meeting was held and then a Donnelly Garment Workers' meeting was held?

A. No, I don't. You mean that both meetings were held at the same time?

Q. Yes. A. I don't remember it, Mr. Leary.

Q. Do you say you never presided over such an affair, where meetings of both organizations were held?

A. I don't remember ever doing that.

Q. Now, you think back carefully of the number of meetings of the Loyalty League over which you presided. Isn't it true, Miss Todd, that you only presided over two meetings of the Loyalty League?

A. I am just trying to think, Mr. Leary, and I have been trying to off and on since this thing has been going on these two weeks, and I don't remember having any meeting of the Loyalty League during that time. We had some meetings of employees at that time, and then we came along in April and organized the union.

By Trial Examiner Batten:

Q. What do you mean "meetings of the employees?"

A. They were very definitely meetings of the employees.

Q. Do you mean this was a third group that met?

A. They were, very definite, yes. They were not meetings [fol. 1025] of any organization, they were meetings of the employees.

Q. Were they meetings you presided at?

A. Some of them were.

Q. When were they?

A. One of them was on March 18. I don't remember the date of the other one. That is the one I testified about yesterday.

Mr. Langsdale: April 27.

A. Yes, but, Mr. Langsdale, I testified to another one there around the latter part of May, when we were discussing—when we raised the money to pay Mr. Tyler. That was a meeting of the employees, and it would have been the 29th or 30th of May, or the 1st or 2nd of April—within just a week or two in there.

Mr. Ingraham: The witness has said the last of May or the first of April.

Mr. Ingraham: Do you mean, Miss Todd, March or May? A. I meant the last of March.

By Mr. Leary:

Q. You distinctly remember this March 18 meeting, do you not?

A. Mr. Leary, I don't remember a lot about that meeting. I remember a few more things than I did the other day, but it has been so long ago. I have refreshed my memory since in talking to some of the other people.

Q. You remember, do you not, the large assemblage of [fol. 1026] employees on the second floor of the plant meeting together on March 18?

A. Yes, I believe I remember that.

Q. Do you remember, also, the large [assembled] of employees meeting together on April 27?

A. Yes, sir.

Q. Do you remember any other occasions around that time when the same large assemblage of employees met on the second floor of the plant?

A. That is what I am referring to; I think it was yesterday morning I testified to that. I do remember that meeting, and that was when we raised money to pay Mr. Tyler for investigating this injunction.

Q. You are definite about that meeting, are you?

A. Yes, and I testified to that yesterday.

Q. What is your testimony now as to the date of that meeting?

A. The date of it was sometime the very last of March or right around the first of April. I don't remember the date of it.

Q. Did you testify yesterday you were positive as to the date of that meeting, or the approximate date, of the meeting?

Mr. Tyler: That is objected to as improper cross-examination.

Trial Examiner Batten: She may answer.

A. I don't remember whether somebody asked me that [fol. 1027] or not, but I think I did.

Mr. Leary: Am I correct, you did use the word "positive" in stating it was held some time in the latter part of April, 1937, or perhaps in the first few days of May, 1937?

Mr. Tyler: I object to that as being argumentative.

Trial Examiner Batten: She may answer.

Q. I made a mistake, Mr. Leary, and corrected it. I meant to say it was the last of March or the first of April.

By Mr. Leary:

Q. How are you able to be positive in the establishment of the approximate date when that meeting was held?

A. Because I know when we went to talk to Mr. Tyler and he wanted to know whether we were representing the employees or not. We said we did; and he said, well, he would discuss it with us on that basis, and if we didn't he would very soon find out. And then, I know we paid him shortly—I don't remember just the date, but very shortly after that we paid him, and that was why we had that meeting, was to discuss the suggestions Mr. Tyler had made, and our talk with Mr. Gossett. That was the meeting where we donated 50 cents apiece to take care of any expense concurrent with this.

Q. Do you swear under oath that you as president of the Loyalty League authorized the payment of \$500 to Mr. Tyler before April 27, 1937?

[fol. 1028] A. I didn't do it as president of the Loyalty League. I will state that I did—I donated my 50 cents, the

same as everybody else, and that is the purpose for which that money was used, and it was paid before April 27.

Q. The Loyalty League paid that, did they not?

A. No, sir. That was donated by the employees and paid by the employees, but it was paid by the Loyalty League treasury because there wasn't any other treasury of the employees available. That is exactly how that happened. We had no other treasury and, for convenience, used it, not knowing whether we would ever need any more or not.

Q. Are the members of the body of the Loyalty League and the members of the body you call "the employees" the same?

A. They might be. They might not be in its entirety. All employees would be employees, but all employees would not necessarily be members of the Loyalty League.

Q. Is it a fact, then, that the Loyalty League assumed the obligations of an organization or a group of employees some of whom were not members of the Loyalty League?

A. It is not a fact that the Loyalty League assumed the obligations of any employees.

Q. The Loyalty League assumed the obligations of only its members, is that correct?

A. The Loyalty League had nothing to do with this. This was a donation made by employees, 50 cents apiece, [fol. 1028] and there were between 1,200 and 1,300 employees. There was approximately—I can't say definitely now, I don't know that. I did not definitely then. It was approximately \$600 they donated at that meeting, or collected from the result of that meeting. There might have been a few dollars less or a few dollars more. But that did not belong to the Loyalty League. Merely as a courtesy the Loyalty League let us use their checking account, because we didn't think it necessary to create another one.

[fol. 1030] Trial Examiner Batten: Were all contributions—were they paid by the individual?

A. They were paid by the individual in cash, and I think that I could get the check that was paid to Mr. Tyler, if you want it.



Mr. Leary: Who has the check now, do you know?

A. No, I haven't. I would have to ask—I haven't the faintest idea.

[fol. 1033] Q. Who told you what the company's reason was for hiring busses?

A. Mr. Leary, that was announced by Mrs. Reed, that they were considering doing that at that meeting on March 18th, as I recollect, and—

Q. (Interrupting) Was it Mrs. Reed, who told you?

A. She didn't tell me. She told that at a group at that meeting, and it was done.

Q. Well, did she consult you before? A. Me?

Q. On the matter, yes. A. No.

Q. Do you remember at that March 18th meeting, whether or not they passed out identification cards to the employees? A. They did not.

Q. When did they do that?

A. My memory is that that was two days later.

Q. Well, did they announce the intention of using the identification cards at the time of the March 18th meeting?

A. I don't remember that they did that then. It isn't my memory that they did.

[fol. 1034] Q. Well, isn't it a fact, Miss Todd, that the use of an—the use of identification cards and the hiring of busses go right hand in hand in that you had to have your identification card to board the bus, and so forth?

A. Yes, it was used as sort of a kind of identification.

[fol. 1035] Q. Did you get an identification card?

A. Yes, sir.

Q. Did you know what it was for when it was given to you?

A. It was for the purpose of using of those busses.

Q. Had you ever used identification cards at the plant before?

A. No. We were very definitely using those busses to give us protection to get in and out of the building.

[fol. 1040] Q. Did you testify, Miss Todd, that the company had nothing to do with the April 23d demonstration?

[fol. 1041] A. The company had nothing to do with the April—did you say, did I testify that they had nothing to do with it?

Mr. Leary: Read the question.

(Whereupon, the question was read by the reporter.)

A. If I didn't, I will. The company didn't.

By Mr. Leary:

Q. How do you know that to be a fact?

A. Well, it was one of those things—why, the employees voicing their opinion of what they thought.

Q. Well, of your own knowledge, Miss Todd, not what you heard about the plant, but of your own knowledge, how do you know the company had nothing to do with the demonstration of April 23d?

Mr. Lane: That is objected to as calling for a conclusion.

Trial Examiner Batten: Well, I don't think I am going to stop the witness at this stage drawing conclusions.

A. Well, I think my best explanation of it would be that [fol. 1042] it happened early in the morning when the girls—just after they had come to work, and I doubt if there were any officials of the company there, but I certainly think that was the girls were responsible for that.

[fol. 1046] Q. What was it that you saw about a demonstration involving Sylvia Hull on the seventh floor? When did it happen? Who was present? What happened?

A. All that I saw of that was just the end of it, and the girls were there, I think some twenty—

Q. (Interrupting) What time did this occur?

Trial Examiner Batten: Now, just a moment, Mr. Leary. I am not going to go all over this again.

Mr. Leary: I believe she brought up another demonstration, Mr. Examiner.

Trial Examiner Batten: If you want to determine that question, whether this is something additional, all right.

A. I have told you two or three times, Mr. Leary, in my testimony, that it was with Sylvia Hull, is what caused all outburst.

[fol. 1047] Q. What outburst are you referring to?

A. I mean the thing that prompted us to get busy and form a union of our own, is the thing Sylvia Hull did.

Q. I am referring to April 23d, Miss Todd.

A. Yes, sir.

Q. And ask whether or not there was a demonstration other than the demonstration that we have spoken about before involving Fern Sigler? A. Yes, sir.

Q. And what was that demonstration?

A. It was over Sylvian saying that she had been elected by us to represent us at the International Convention.

Q. When did that happen?

A. It happened on the morning of the 23d. of April, 1937.

By Trial Examiner Batten:

Q. Were you there at this demonstration?

A. I was there at the end of it, Mr. Batten; yes, sir.

Q. You were there before it finished?

A. Yes, sir.

By Mr. Leary:

Q. What time did it take place?

A. Well, it must have taken place between 7:30 and 8 o'clock, because, as a rule I get to work around 8 o'clock unless I have—

Q. (Interrupting) Had the power been turned on?

A. Why, I don't know about that.

[fol. 1048] Q. Where on the seventh floor did it take place? I want to limit it to what you saw, now, Miss Todd, and what you saw—

A. (Interrupting) What I saw was at the employment office, or around the employment office there on the seventh floor of the building.

Q. You are referring to Mrs. Ella May Hyde's office?

A. That is right.

Q. What, if anything, took place that you saw?

A. The only thing, that a group of girls were there, and they were objecting—I mean, that was their form of objecting to Sylvia saying she represented them at the International. They were simply standing around there.

Q. Did you see girls standing around and talking? Was that it?

A. They were about, I would say there were about fifteen or twenty girls standing there.

Q. Was Sylvia Hull in the group?

A. She was not in the group. She was in Mrs. Hyde's office, you mean?

Q. Sylvia Hull was in Mrs. Hyde's office?

A. Yes, sir.

Q. Was Mrs. Hyde in there with her?

A. I think she was.

Q. And what, if anything, were those girls doing in addition to just standing there and talking among themselves?

[fol. 1049] A. They weren't doing anything.

Q. Now, that is what you refer to as a demonstration?

A. Yes, sir.

Q. Is that the demonstration where you say there was no violence?

A. I say, there was no violence at that demonstration, and that I was told, there was no violence of those others.

Trial Examiner Batten: In other words, as far as you are concerned, you didn't see any; is that it?

A. I never did see any violence; no, sir.

By Mr. Leary:

Q. Well, did you or did you not testify that Ella May Hyde made an effort to break up some demonstration on April 23d?

A. This is it. This is the one.

Q. This is the one about 7 or 7:30 or 8 o'clock in the morning on the seventh floor?

A. Between 7:30 and 8 in the morning.

Q. What effort did Mrs. Hydes—

A. (Interrupting) And the part I saw was near 8 o'clock.

Q. What effort did Mrs. Hyde make to break up this demonstration?

[fol. 1051] Mr. Leary: Mr. Examiner, with reference to the question I was asking just preceding the recess, I haven't been able to find the portion of the record on that point, but I would desire to ask the witness whether or not that was her testimony, namely, whether or not Mrs. Hyde tried to break up any of the demonstrations on April 23. I have my note that that is what she did testify.

Trial Examiner Batten: You may answer, as far as you know.

A. My recollection is that she did, yes, sir.

Mr. Leary: And you are referring, are you not, to the Sylvia Hull demonstration on the seventh floor?

A. I could refer to both.

Trial Examiner Batten: Are you referring to both?

A. Yes, sir.

By Mr. Leary:

Q. Did your testimony that she did try to break up the demonstration involving Fern Sigler? A. Yes, sir.

Q. On what floor did that demonstration take place?

A. It would have had to take place on the seventh floor, I guess, Mr. Leary, because that is where she worked.

Q. Did you see Mrs. Hyde make an effort to break up that demonstration on the sixth floor involving Fern Sigler? A. No, sir.

Q. What, if anything, did Mrs. Hyde do to break up [fol. 1052] the demonstration involving Sylvia Hull on the seventh floor that you yourself saw?

A. She asked the girls to go back to work, and they said they would if Sylvia would go home, and Sylvia said, "I want to go home." She said, "I will go home."

Q. Did you hear Sylvia Hull say that? A. Yes, sir.

Q. Where was Sylvia Hull when she said that?

A. Inside the rail in the employment department.

Q. Is that adjacent to Mrs. Hyde's office?

A. It was her office at that time. All it was was just a partition by a rail there.

Q. Miss Todd, will you explain the nature of Mrs. Hyde's office, as to whether or not it is completely en-



closed with a [well] going to the ceiling or whether or not there is a low railing?

A. It wasn't enclosed at all, Mr. Leary. At that time there was just a low railing there.

Q. When you say that on one occasion Sylvia Hull was in Mrs. Hyde's office, you mean she was inside the railing where Mrs. Hyde's desk was located?

A. Yes, sir.

Q. And these girls were standing right outside the railing? A. That is right.

Q. And they could see and hear everything that transpired or that went on between Mrs. Hyde and Sylvian Hull, is that it?

[fol. 1053] A. I don't believe they could hear anything. They were not there but a few minutes, and that space is good sized.

Q. Were you in that group of girls outside of the railing? A. I believe I was.

Q. Or were you inside? A. I believe I was outside.

Q. Were you talking among yourselves, or were the girls' remarks being directed at Mrs. Hyde or Sylvian Hull? A. Both.

Q. You mean they were being directed to both of those persons inside the railing?

A. They were directed to both. I mean, they were making comments, and being directed at Sylvia, too.

Q. At the present time where is Mrs. Hyde's desk located? A. On the first floor.

Q. And are you on the seventh floor now?

A. Yes, sir.

Q. Is your desk where the employment office used to be? A. No, sir.

Q. Is the entire employment office now on the first floor? A. Yes, sir.

Q. Did you ever have a desk in or near the employment office on the seventh floor? A. Never did.

Q. You were never located on the seventh floor when [fol. 1054] the employment office was up there?

A. No, sir. I have worked on the seventh floor in one of the sections but not [hear] the employment department.

Q. Where was your desk at that time, namely, April 23, 1937?

A. I don't believe I had a desk at that time.

Q. What were you doing at that time?

A. What did you say?

Q. What were you doing at that time?

A. I testified to that, Mr. Leary. I was working in the model department.

Q. On what floor? A. Ninth floor.

Q. How did you happen to be on the seventh floor at the time Sylvia Hull was in Mrs. Hyde's office?

A. Well, the nursing department is right there on the seventh floor. I don't recall any particular reason for being there. I might have been going in there.

Q. You then had, on April 23, no desk; is that correct?

A. So many of the times there has been a desk around and I have stashed things in it. I don't recall that I had one right then.

Q. Were you really working in the model department on April 23?

Trial Examiner Batten: Mr. Leary, what is the purpose [fol. 1055] of going over all of this? We have gone over all of this with this witness, what she did, where her desk was—There certainly were no questions I can recall that were brought up by the respondent or intervener since your examination that raises this issue again.

Mr. Leary: The record on it is confusing, Mr. Examiner, to this extent, that on April 27 she had a desk and on April 23 she didn't have a desk, she tells us now, and I want to know when she did get a desk.

Trial Examiner Batten: I do not propose to go over all of this thing again.

Mr. Leary: Well, I don't think it is going over it again, Mr. Examiner. I think we should have the record clear on it. I, frankly, am not clear on it.

[fol. 1056] Mr. Leary: Why, Miss Todd, is there no provision in either of your agreements with the company, or your supplemental agreement, regarding the check-off system.

A. The reason I would know was because we hadn't discussed it at that time, and it came up later.

Mr. Leary: You have written another contract, haven't you, since the check-off system was inaugurated or agreed upon?

[fol. 1057] A. Are you referring to the May 27, 1939, working agreement?

Q. Yes. A. Yes, sir.

Q. Why was it not incorporated in that, Miss Witness, if you know?

A. We didn't think it was necessary.

Q. Did you take the company's word for their responsibility as to the check-off proviso?

A. I think you will have to explain that question a little bit.

Q. Were you, Miss Todd, as president of the Donnelly Garment Workers' Union satisfied to accept the company's oral promise that they would abide by a check-off arrangement?

A. They have agreed to do that, Mr. Leary.

Q. Yes. Were you yourself satisfied with their oral promise?

A. I have every reason to feel they will live up to their agreement. I suppose it is still their right, if they don't want to do it, not to do it. At some future date are you referring to?

[fol. 1060] Q. Is it not true, Miss Todd, that you previously testified, in response to a question by me, that the application cards for charter membership in the Donnelly Garment Workers' Union were printed by a boy at the plant?

A. Mr. Leary, I think I explained that yesterday; and I did testify to that. In going back over the books I found this notation and that bill that was presented yesterday, which is the truth.

Q. You were in error, then, Miss Todd, in the answer you gave to my question in the first place?

[fol. 1061] A. Yes. I was, Mr. Leary.

[fol. 1062] Mr. Leary: Miss Todd, I show you what has been admitted as intervener's exhibit No. 1, purporting

to be an invoice from Kauffman and Eppinger Printing Company for 1,500 applications for charter member slips. Is that not correct?

A. That is what that is, yes, sir.

[fol. 1063] Q. Who made the notation "pd. 50 cents" in the lower left-hand corner of that exhibit?

A. When I say this I looked it over, and I am inclined to think Mr. Eppinger wrote that (indicating), and I wrote this (indicating).

Q. Who wrote the word "paid" under "O. K. R. T."?

A. I think I wrote that.

[fol. 1064] Q. Now, what, if any, agreement did you have with Mr. Eppinger?

A. Well, I talked to Mr. Eppinger about these cards.

Q. When was the first time you talked to him?

A. Well, I think I talked to him either the 25th or the 26th, right around the time of that thing, because it was just a small thing, and discussing with him that if we did form an organization, we might need some other thing, and he said, "Well, then, if you think you might, we will just let this thing ride," or something to that effect, "and you pay for the printing of them and you can pay for the cards later." Now, there is another invoice in that stack over there that will show where the cards were paid for; not the printing, but the cards. That is at a later date.

Q. Did you know Mr. Eppinger before this date?

A. No, I didn't know him other than I knew that he had printed some things for the Boys' Athletic Association.

[fol. 1066] Q. I show you what has been marked for identification, Miss Todd, as Board's Exhibit 11, and ask you to state whether or not that is the application card for membership of an individual known as Madge Cole?

(Thereupon, the document above referred to was marked as "Board's Exhibit No. 11" for identification.)

A. Yes, sir, it is, and I would like to make a little comment on this, if I may.

[fol. 1067] Q. How many of the cards similar to Board's Exhibit 11 did you have printed? A. This last one?

Q. Yes.

A. Well, Mr. Leary, they were all printed at the same time. These cards were all printed at the same time.

Q. How many of the Board's Exhibit 11 did you have printed?

A. Well, we had approximately 1,500 of them printed at the same time.

Q. You mean to say—

A. (Interrupting) That applied to the first ones and the—

Q. (Interrupting) Together, Board's Exhibit 3 and Board's Exhibit 11, you had a total of 1,500?

A. Yes, sir.

. . . . .

[fol. 1069] By Mr. Leary:

Q. Now, I believe there has been some confusion, Miss Todd. Am I not correct in this statement: that you had first printed Board's Exhibit 3? A. That is correct.

Q. For which you have the invoice identified as Intervener's Exhibit 1? A. That is correct.

Q. And that invoice shows you had 1,500 of those cards printed?

[fol. 1070] A. That is correct.

Q. Now, with reference to Board's Exhibit 11, is it your testimony that they were printed some time after April 26, 1937, the date which you cannot tell now?

A. That is correct.

Q. And the number of them that you cannot remember now? A. That is correct.

Q. Well, are you able to explain the circumstances as to why you do not have an invoice for the payment of those cards identified as Board's Exhibit 11?

A. I think I can. We have an invoice showing for the payment of cards, which is paid at the same time that Exhibit 11 was paid for.

Q. Where is that invoice, please?

A. Over there in the Treasurer's book. That makes me think that we must have run off about 1,500 of these. I can find that if you want me to.



Q. I would prefer, if you have any jurisdiction over those records, to produce it now, please.

A. I know where it is.

[fol. 1072] Q. By the way, do you know where the cards were printed? A. I think I do.

Q. Where?

A. On the mimeograph machine at the Donnelly Garment Company.

Q. When you say you think you do—

A. (Interrupting) Well, that is my recollection, and if you asked me if I looked for the invoice, and I will look for it at noon, my recollection is that there won't be one, that we ran those off on the mimeograph machine at the Donnelly Garment Company,—and you are talking about Exhibit 11?

Q. Yes. A. That is correct.

Q. Yes. With reference to Intervener's Exhibit 2, do you know who paid for the printing of that card?

A. I—

Q. (Interrupting) And also the card similar to it, approximately 1,300, I imagine?

A. The company requested this, and provided cards. They requested it be done this way, and they provided the cards. I guess they paid for it and had it done.

Q. Then the company gave the cards to the union, is that it, for signature?

A. Well, it is a card that they kept, Mr. Leary, and requested our signature on before they will deduct the dues.

[fol. 1073] Q. All right. After the card identified as Intervener's Exhibit 2 was printed by the company, do you know what was done with them, looking toward the obtaining of signatures by the employees?

A. How the signatures were obtained?

Q. Yes. A. The union obtained them.

Q. All right. Now, were all of the cards similar to Intervener's Exhibit 2 given to you as president of the union? A. No, sir.

Q. Who were they given to?

A. Well, what I needed were given to me. Is that what you mean?

Q. All right. How many were given to you?

A. Well, I think (enough to cover that—

Q. (Interrupting) About 1,300, would you say?

A. About that many.

Q. Then what did you do with the cards?

A. We gave each member an opportunity to sign one.

Q. Where did you give them that opportunity?

A. At my desk.

Q. Is it true, then, that all the members of your organization had to come to your desk on the seventh floor and sign the card? A. I think that is true.

[fol. 1074] Q. You didn't distribute any of them first throughout the sections, did you? A. No.

Q. How long did it take you to obtain the signatures on the check-off cards identified as Intervener's Exhibit 2?

A. Several days. I think that took about two weeks, Mr. Leary, as I remember it.

Q. Do you know whether any cards were signed at any place other than your desk on the seventh floor?

A. I don't believe there were.

Q. Now, what does your invoice show as to the date on which you purchased the cards upon which the printing was done, referring to the cards, Board's Exhibit 11?

A. May 10, 1937.

Q. What does your invoice show as to the date on which you bought the cards identified as Board's Exhibit 3?

A. They are included in this invoice of May 10, 1937.

Q. May I see that invoice, please? A. Yes, sir.

Q. They are included, are they not, Miss Todd, in that notation on this invoice from Coffman and Eppinger Printing Company in the item 3,000 black cards, 3 by 5, \$3.50? A. That is correct.

Q. Now, what is referred to here as 1,500 employees' memo sheets, questionnaire, \$8.50?

[fol. 1075] A. Oh, I know what that is. It was a sheet of some information pertaining to the Wagner Act, as I remember, prepared by Mr. Tyler and we had them printed. I think it was questions that might be asked about the Wagner Act and the answers for the information of the members of the union.

Q. You have no objection if I use the document you have just referred to as a part of this formal file?

A. No, sir.

Q. I show you what has been marked for identification as Board's Exhibit 12, and ask you to state whether or not that is the original invoice from Coffman & Eppinger Printing Company dated May 10, 1937, to the Donnelly Workers' Union, 1828 Walnut, Ninth Floor, in the amount, including the tax, \$21.26?

(Thereupon, the document above referred to was marked as "Board's Exhibit No. 12" for Identification.)

A. Yes, sir.

Q. This was delivered to the ninth floor, then, in the building? A. That is my recollection.

Q. To whom, on the ninth floor, was that invoice delivered? A. To me, I believe.

Q. Did you have headquarters on the ninth floor in May, 1937?

[fol. 1076] A. I think that I was still on the ninth floor at that time. Now, I am not—I think I stated before, Mr. Leary, that I was not clear about that particular month.

Q. Is the model department on the ninth floor?

A. Yes, sir.

Q. Do you customarily have mail for the Donnelly Garment Workers' Union delivered to you at your offices?

A. Yes, sir. What do you mean by that, Mr. Leary?

Mr. Leary: Read the question, please.

(Whereupon, the question was read by the reporter.)

A. At 1828 Walnut?

By Mr. Leary:

Q. Ninth floor?

A. It would be delivered to me wherever my desk is.

Q. Well, you are the Miss Todd you—the Miss Todd referred to on Board's Exhibit 12, are you not, as the person who gave the order? A. Yes, sir.

Q. And it was on your instructions, was it not, that the invoice be sent to the Donnelly Garment Workers' Union, 1828 Walnut, Ninth Floor?

A. Yes. I don't know whether that might be right or wrong, but that is what that said, and I would certainly have it sent to me at 1828 Walnut. I can't imagine saying what floor.

Q. Did you get any authority from the company to have mail concerning the Donnelly Garment Workers' [fol. 1077] Union delivered to you at their plant?

A. No, sir.

Q. Did you get—do you get any other personal mail there? A. Lots of times.

Q. Do you know whether other employees have the privilege of receiving personal mail at the company?

A. I know there is never a day I don't see some in the mail box, going to somebody.

Q. Now, with reference, Miss Todd, to the handling of mail at the plant, is not the mail all opened before it is delivered to the individual?

A. No, sir. Why, nobody would open a letter that belonged to me; no, sir.

Q. Do you know where the mail first comes in to the company? Is there a mail receiving clerk?

A. I never had thought about it. The mail comes in there. The postman brings it, and I don't know whether there is anybody there that picks it up or not. I never had given it any thought. There is a pick-up system around there, and whenever I get my mail, that is the way it comes to me and the postman comes in there every day.

Q. How much mail do you get every day?

A. Do I get?

Q. Yes.

A. Some days, Mr. Leary, I might not get any, and [fol. 1078] some days two or three. Some days none.

Q. Well, the only mail that you receive is mail concerning the Donnelly Garment Workers' Union?

A. No.

Q. What other mail do you receive?

A. Personal Mail?

Q. Yes.

A. Lots of times I get personal letters at the Donnelly Garment Company.

[fol. 1079] Q. Does the union maintain any records of the employees who have authorized the company to check off dues from their pay checks?

A. We keep our file current, Mr. Leary. I think that will answer your question.

Q. What record do you keep as to the persons who have authorized the company to deduct union dues from their pay checks?

A. Well, it is easier for us to keep a record of the ones that haven't, and our file is current, and if there were any people who had not authorized their dues to be taken out in this manner then we would have a list of those. Does that answer your question?

Q. Do you get a list of new employees, then, with the company?

A. No. We try to keep in contact and know who our new employees are.

Q. Has it not been your testimony, Miss Todd, that the members of your organization were unanimous in authorizing the company to check off union dues from their pay checks? A. No, sir.

Q. How many did not authorize the company?

A. The salesmen. What I testified to, Mr. Leary, was that everyone was given an opportunity and told they didn't have to do this if they didn't want to, but if they [fol. 1080] so desired they signed this card. But the Donnelly Garment Company refused to take the salesmen's dues out of their checks.

Q. So, the salesmen are not part of the agreement, are they? A. No, sir.

Q. All of the persons who were a part of the agreement and covered by the same, does the union keep any record of those persons who have authorized the company to deduct dues? A. Yes, sir.

Q. What record do they have?

A. Our membership file is a record of that. We keep that file, as much as possible, up to date. There are a few



cards that belong in it right now, but it has been gone so long that is the only reason they are not in there.

Q. Does the company give the Donnelly Garment Workers' Union a statement of account periodically of the moneys that have been checked off their union dues?

A. They give us a check. This card (indicating Board's Exhibit No. 12) states it will be taken out after—No, it isn't on here. They take that out after the first pay day and give us a check for that amount.

Q. They give you a company check, do they not?

A. That is right.

Q. Who signs that?

A. I think Jack could answer that better than I can. [fol. 1081] One would be from the Donnelly Garment Company and one from the Donnelly Garment Sales Company.

Q. Do they carry any covering statement with that check?

A. No, because we check that ourselves. We check that when we get it to know that they haven't made a mistake.

Q. What basis do you use to check the company's statement?

A. From our file, our membership file. If those people are there and we have their cards active in that file we know they should be paying their dues, and that is what we check it against.

Q. For instance, let us take the case of Marie Patten; did she pay her dues for January, 1939?

A. You say, did she?

Q. Yes. A. Yes.

Q. Do you have the treasury records available here?

A. Yes, Mr. Leary. All of our treasurer's books are there. I don't think that you are understanding how we check that.

Q. I, frankly, do not, Miss Todd. That is what I want to trace through. Let's take Marie Patten for the month of January. Can you show me where in the records state-

ment is made that Marie Patten paid for the month of January, 1939?

A. We don't make a statement like that. That is what I said, Mr. Leary.

Q. Do you make any entries in your record as to Marie Patten's payment of dues for January, 1939?

[fol. 1082] A. We don't make a statement like that. That is what I said, Mr. Leary.

Q. Do you make any entries in your record as to Marie Patten's payment of dues for January, 1939?

A. Mr. Leary, for the check-off system we use another method entirely.

• Trial Examiner Batten: I want you to show us how it shows in those records that Marie Patten paid her dues for January, 1939?

A. This is the file of our membership, of our union, and when we receive a check from the Donnelly Garment Company—or sometimes we do it before and wait—you know, so that we have a check on it. If there is a card in there from every member of our union we are entitled to that many quarters from those people.

By Mr. Leary:

Do you have information currently as to the number of employees who have done any work at the Donnelly Garment Company, say for any particular month?

A. Do I have?

Q. Yes. Or, does your union receive such information?

[fol. 1083] A. Surely.

Q. What information do you receive?

A. Any member of the Donnelly Garment Workers' Union will report to you, if there is a new person in that department, that there is a new employee?

Q. There are lay-offs and discharges sometimes?

A. Yes, sir.

Q. Are you advised of that fact by the company?

A. Well, Mr. Leary, we take this file and keep this thing active. We have to have it.

Trial Examiner Batten (interrupting): The question is, how do you keep it active? Who tells you when a person is discharged or when these people are laid off? They do not pay dues when they are laid off?

A. Why, no, sir.

Trial Examiner Batten: Well, all right, then, how do you know when they are laid off or discharged?

A. The company would tell me if they were laying off a lot of people.

By Mr. Leary:

Q. What method does the company use to tell you they are laying off a lot of people?

A. By giving me a list of names.

Q. Do you have any of those lists of names that the company has given you?

A. I don't recall that I have any, no. I don't know [fol. 1084] whether I have or not.

Q. How does it happen that the company gives you a list of those names?

A. Why, we asked them.

Q. When?

A. A long time ago, when this union was first formed. Our agreement calls for people employed by the Donnelly Garment Company to be members of our union, and we are certainly entitled to know who is employed by the Donnelly Garment Company.

In a good many instances the members themselves would say, "There is a new girl in our department who wants to join the union." But the company gives that information, as to who they employ and don't employ.

Q. Do you have an established system whereby the company advises you periodically who their new employees are?

A. Not periodically, no, sir, but if they employ new employees I am notified. I don't mean I am notified, but the union is notified.

Q. Who in the union?

A. Well, it is sent to me.

Q. What form does the company use?

A. Just a piece of paper, or a notice—well, just a plain piece of paper.

Q. Have you any of those notifications from the company?

A. I don't know that I have right now. I haven't been [fol. 1085] there for two or three days, there might be one on my desk now.

Q. Will you search the files at noon and determine that?

A. Yes, I will.

Q. Now, Miss Todd, with reference to, let us say Marie Patten, for the month of January, 1939, and her dues payments in connection with the check-off system—Will you first take Marie Patten's card out of the file? Is it not true, Miss Todd, that the card you have there is similar to Board's exhibit No. 3?

A. Yes, sir.

Q. That is what you call her application for membership card?

A. That is correct.

Q. Does your union have any record at all that Marie Patten's dues were checked off for the month of January, 1939?

A. Mr. Leary, as long as this card is active in this file we know that—Each month if the members compare with these cards and the company's records—I mean the amount the company has given us, then we know that every one of those people have paid their dues. It doesn't say this individual paid, but by your balance of cards and your balance of quarters you can tell. That answers your question, doesn't it?

By Trial Examiner Batten:

Q. You mean for the current month?

A. Yes, sir.

Q. Supposing you wanted to check back for the month [fol. 1086] of January, 1939?

A. We have never established, Mr. Batten—

Q. (Interrupting) I mean, without reference to the checks the company gave you, suppose you were going to determine just how many people paid dues in January, 1939, and who they were?

A. If we wanted to know who, we wouldn't know, because we keep these books current. We would know how much.

By Mr. Leary:

Q. In what amount did the company render a check to you for the month of January, 1939?

A. I can't tell you without looking at that book.

Q. Will you please determine that now?

A. (Referring to book.) Did you say January, 1939?

Q. Yes.



A. From the Donnelly Garment Company, \$265.50; from the Donnelly Garment Sales Company, \$21.

Mr. Langsdale: That is for January, 1939?

A. Yes, sir.

By Mr. Leary:

Q. Have you any manner or means of determining, Miss Todd, whether that check was rendered to you in the correct amount?

A. I did have at the time. I don't have now.

Q. At the time what method would you use to determine whether it was correct?

A. Just the same one, Mr. Leary, that I told you awhile ago. We keep this file current, and we check it against this [fol. 1087] to know if our balance is right. We did the same thing then that we do now. We have always done it. I don't know, it may be a good method or a bad one, but it is the one we use. We felt like we were doing the right thing.

Q. When you make the statement "by keeping the cards current" you refer to your application for membership cards, do you not?

A. And at the time, Mr. Leary—

Trial Examiner Batten (Interrupting): That is what you are referring to, Miss Todd?

A. Yes, sir.

By Mr. Leary:

Q. Do you count the cards each month you receive that check, Miss Todd?

A. Yes, sir.

Q. Do you make any notation or entry as to the number you counted for that month?

A. No, we don't.

Q. Have you ever found any error, Miss Todd, in the check the company has rendered you each month?

A. Yes, we have found an error several times of people that I might have neglected to see and have them join the union and cheated ourselves out of a few quarters. I have never known there to be an error in the reverse, though, that the company had given us too many.

Q. Is there any arrangement, Miss Todd, whereby an [fol. 1088] employee has to be employed so many days per month in order that his dues should be checked off?

A. Yes.

Q. How many days a month must an employee work?

A. We expect if they work a week out of the month—

Is it a week or two weeks, do you remember, Jack? (Addressing Mr. Conaughey). It is some place in our minutes there. I believe it is a week, Mr. Leary.

Q. Right offhand do you know whether there is contained in your agreements with the company or in your bylaws of your union?

A. No. That is the agreement that the members of the union made.

Q. When did they make that agreement?

A. I don't remember how long it has been. It is in the minutes there some place.

Q. Now, Miss Todd, what method do you use to determine each month whether or not the members of your organization have been employed for at least one week by the company during that month?

A. We always do that against their payroll card, Mr. Leary.

Q. You see their payroll card every month, then?

A. Every week I see it.

Q. Who performs that check?

A. I do.

[fol. 1089] Q. When do you see the payroll?

A. I see the payroll every week, because I want to know that the people who have been guaranteed such and such salaries are receiving them.

Q. When is the payroll made available to you during the day?

A. Usually on Wednesdays.

Q. At what time on Wednesdays?

A. There isn't any set time for it.

Q. Is it during the working hours?

A. Why, sometimes it is and sometimes it isn't.

Q. How long does it take you to make such a check of the payroll every Wednesday?

A. I don't know.

Q. Do you go over the names of the 1,300 people individually?

A. This is a piecework payroll I am referring to.

Q. Are there about 7 or 8 hundred names on that piecework payroll?

A. I think probably nearer six.

Q. Do you check the payroll of each one of those persons?

A. Yes, sir.

Q. Do you check the time cards?

A. No, sir. It isn't necessary to check both, Mr. Leary. If they are being paid for a day's work they are already there.

Q. Are the number of hours work during the week indicated on the payrolls?

[fol. 1090] A. Yes, sir.

Q. What is your best judgment, Miss Todd, as to how long it takes you each week to make such a check?

A. It doesn't take very long to run through that many cards.

By Trial Examiner Batten:

Q. How long?

A. I don't know. Sometimes I get into it and a few of them would not be ready—

Q. Well, would it take 10 minutes?

A. Oh, it would take longer than 10 minutes.

Q. 20 minutes?

A. I judge that during the week it would probably take an hour, 45 minutes to an hour.

By Mr. Leary:

Q. Against what do you make your check when you review the payroll on each Wednesday, Miss Todd?

A. Against the hours they work, Mr. Leary. Was that question, against what do I make my check?

Q. Yes. Do you carry in your head the wages or the guarantees of each of those 600 employees?

A. No. I have a sheet of paper.

Q. What sheet of paper do you have?

A. Just a penciled written sheet of paper.

Q. Containing the names and guarantees of 600 employees?

A. It does have that on it.

Q. Do you have that sheet available?

A. No, I haven't.

[fol. 1091] Q. Do you make a new sheet each month?

A. Mr. Leary, that isn't my sheet. I don't make it all.

Q. Whose sheet is it?

A. It belongs to the Donnelly Garment Company.

[fol. 1097] Trial Examiner Batten: I think the stipulation has been signed by the attorneys in the case, concerning certain testimony in the so-called NRA case before Honorable Andrew Miller, in the injunction case in the United States District Court, and the stipulation will be marked 1-DDDD and will be received on the same basis as the other exhibits and Board's Exhibit 1.

(The document heretofore marked as "Board's Exhibit No. 1-DDDD" was received in evidence.)

Trial Examiner Batten: Now, in connection with this [fol. 1098] exhibit, I want to say that this exhibit, of course, does not cover the offers of proof which I have requested or might in the future request from any of the parties in this case, except this far: it is my understanding that all of you attorneys agreed that any evidence which has been introduced into this case, you might refer to by reference in your offer of proof. Now, is that the understanding which we had?

Mr. Ingraham: That is correct, your Honor, as far as the respondent is concerned.

Trial Examiner Batten: Mr. Leary?

Mr. Leary: That is correct, Mr. Examiner.

[fol. 1104] Redirect Examination (Continued)

Mr. Leary: Do you have those records here, Miss Todd, that you had yesterday, referring to your long file of cards?

A. They are over there, yes, sir.

Q. Miss Todd, have you ever had occasion to determine whether or not an employee of the Donnelly Garment Company who is a member of your organization has paid his dues for any certain month since you had the check-off agreement with the company?

A. No, sir.

Q. Do you know whether or not the company prepares any kind of an invoice or slip to be attached to the employee's pay envelope or pay check indicating what disposition has been made of certain deductions taken from the pay check or pay envelope?

[fol. 1105] A. Yes, sir.

Q. What does that slip say?

A. There is a stub on the end of the check I received that says "Deduct so much for Social Security." And if it is time to deduct for the dues, it will state that or anything they have been authorized to deduct from the check is stated on this stub.

By Trial Examiner Batten:

Q. You mean, Miss Todd, that is a part you can tear off and retain; is that it?

A. Yes, sir.

By Mr. Leary:

Q. Do you know whether the company keeps a duplicate of these small stubs that you refer to?

A. No, I don't.

Q. What other things is the company authorized on occasion to deduct from the employee's pay check?

A. On mine it is hospitalization or insurance, group insurance.

Q. When your labor organization authorizes the payment, let us say, of a dollar, in addition to your regular dues, for Mr. Tyler and his law firm, is that deducted from the pay check also? A. No, sir.

Q. How is that collected?

A. From the individual by the union, in cash.



[fol. 1106] Q. Do you have your record indicating the amount of money that has been paid to the union as a result of this check-off system? All I want, Miss Todd, is the amount that each month the company has turned over to you.

A. Yes, sir.

. . . . .

[fol. 1107] The Witness: I said I thought maybe we better compare it with our check stubs, because it is entered here the first time three months together, and I didn't keep these books, so I wanted to know why. Here is the first entry, Mr. Leary, 11-3-37, dues for August, September and October by check from the company, \$735.75, and these are the stubs for them. See, right here? As I remember, when we first started working on that—

By Mr. Langsdale:

Q. What is the date of that entry? A. 11-3-37.

Q. \$700 and what?

A. \$33.75. Also the check stubs are here.

When we first started doing this there was some difficulty in working out how they going to do it, and the first [fol. 1108] check came to us in that manner, those two.

By Mr. Leary:

Q. Miss Todd, when was it that you made arrangements with the company to check off the dues of the employees?

A. I think the first that was—the first of it was some time in July.

Q. Well, do you know whether the check-off authorization cards which the company has indicated the date on which they were signed?

A. No, they do not. That is partially the reason for part of the arrangement of this. It was the early part of July when we talked to them about it and it took a while to get these cards signed and turned in.

Q. Why was it, then, that is wasn't until November—is that the date that you started?

A. No; August, Mr. Leary. It was for the first of August.

Q. But the collections were not made until November 3, 1937; isn't that correct?

A. Well, does it say the date here? Yes, that is correct; November 3d.

[fol. 1109] By Mr. Leary:

Q. What was the amount of the two checks you received on November 3, 1937?

A. One check, \$681.25 from the Donnelly Garment Company and the Donnelly Garment Sales Company, \$54.50, which gives you that total of \$735.75.

Q. Will you explain why it was that the company's check for the month of August collections was not rendered to you before November 3, 1937?

A. Yes, sir, because they were having some difficulty how they were going to handle it. They asked if it made any difference. It didn't make a great deal of difference to us, as long as we had a check on it, and so that was the reason it wasn't given to us until November.

Q. Well, you didn't decide until November, then, to definitely have the check-off, is that it?

[fol. 1110] A. No, sir. We decided in July, the early part of July, that we were going to have it. They evidently were having some difficulty, as I understood it, as to how they were going to handle it, how they were going to do it. Not that they weren't going to do it, but how they were going to do it.

Q. Who did you talk to representing the company on that matter?

A. Mr. Ingraham.

Q. Have you any place in your record, Miss Todd, any entry showing a date on which you made this check-off agreement with the company, and I include in your records, your minutes and all?

A. I can't answer that question without referring to the minutes.

Trial Examiner Batten: Well, you will just have to get the minutes and go over them, please. If you need them, why, you better go over them.

The Witness: I don't know how long it would take me to look through.

Trial Examiner Batten: Well, it doesn't make any difference how long, if that is what you need, why, we will just have to wait.

A. July 14th, Mr. Leary, meeting of the chairmen.

By Mr. Leary:

Q. And on—

A. (Interrupting) July 14, 1937, 9-34.

[fol. 1111] Q. Well, now, that was the occasion, was it not, Miss Todd, when you decided to ask the company for this check-off system?

A. That is the occasion that we decided finally to officially take care of it, yes sir. We had had—I had had some discussions with Mr. Ingraham about it before, and we had talked to Mr. Tyler about it on several occasions.

Q. I want you to trace, Miss Todd, as well as you can, the arrangements that you went through in order to obtain this check-off system.

[Q]. You want me to go over it again?

Q. No, not again. When was the first time that your union discussed it?

A. As members of the union, there had been discussions about it ever since the union was organized among themselves. The early part of—the first week in July was the first time I mentioned it to Mr. Ingraham. I had and I know other members of the committee had talked to Mr. Taylor about it several times previous to that, and this is when we finally made the final arrangements, decided to make the final arrangements about it. I think that I talked to Mr. Ingraham, I don't know whether it was a day or two or three days later, but it was—went right in close to this date here.

[fol. 1112] Q. Now, did the employees or members of your organization ever vote to request the company for the check-off system?

A. The members of the committee voted on it, Mr. Leary.

Q. Did the members of your organization as a body ever have that question put before them, namely, whether or not they would request the company for the check-off system?

A. As a vote, no, but as a general discussion, yes.

Q. In what meeting was it discussed generally?

A. It was discussed in—it seems to me the meeting in June that was discussed.

Q. If it was discussed, then, it will show up in your minutes, will it not?

A. No, I don't know about that. It might not at all. We have never said, Mr. Leary, in these minutes, "Don't show everything that has taken place in these minutes."

Q. Would you say if there was a vote taken on the question by the members of your organization that the results of that vote would show up in the minutes of your general meetings?

A. Mr. Leary, I said there wasn't a general vote taken, but before this was done every individual signed a card requesting that it be done. There has never been a penny taken out of our checks to pay for dues that there isn't a card in that file to show for it.

Q. What came first the discussion by the employees as to whether or not they would ask the company, or the signing of the cards by the individual employees?

[fol. 1113] A. The discussion by the employees, by the members of the union.

Q. What was the decision made as a result of the discussion by the employees?

A. The minutes show at a meeting of the committee chairmen representing the Donnelly Garment Workers' Union they discussed it and voted on it, and then every member of the union was given an opportunity to sign a card, which was turned over to the Donnelly Garment Company.

Q. Do your treasury records, the book to which you have made reference a short time ago, indicate what other payments were made by check from the company to the union under the check-off system?

A. It will show every one we have ever received.

Q. Will you itemize those for the record, please?

By Trial Examiner Batten:

Q. What was that, every check—what?

A. Every check that we have ever received from the Donnelly Garment Company or Donnelly Garment Sales Company for dues received by them, they are listed in here month by month.

By Mr. Leary:

Q. Will you read those, the dates and the amounts, please?

[fol. 1115] Trial Examiner Batten: I am going to recess, and will you prepare a statement of this, please Miss Todd? Just make it out in writing.

[fol. 1117] By Mr. Leary:

Q. You have handed me, have you not, Miss Witness, what you have prepared during the recess?

A. Yes, sir.

Q. Indicating the month and the year for which the dues were collected, beginning in August, 1937, and con-



tinuing through May, 1939; in the second column, date on which the check was deposited at the bank—

A. (Interrupting) That is what I think it is, from going through the book. It looks like the date that it was deposited.

Q. And in the third column, the amount of money that was paid by the Donnelly Garment Company's check, and in the fourth column, the amount of money paid by the Donnelly Garment Sales Company. Is that it?

A. Donnelly Garment—

Trial Examiner Batten (interrupting): Is that the name, Donnelly Garment Sales Company?

Mr. Ingraham: Donnelly Garment Sales Company.

[fol. 1118] Mr. Leary: Will the Examiner please direct the reporter to copy this information into the record at this point?

Trial Examiner Batten: Yes. He may incorporate it in the record.

(The two sheets above referred to are as follows:)

"August	1937	)			
Sept.	1937	)			
October	1937	)	11-3-37	D. Gar. Co.	D. G. Sales
Dec.	1937	—	12-9-37	238 50	Co. 735 75
Jan.	1938		1-10-38	246 25	19 75
Feb.	"		2-1-38	246 75	20 00
March	"		3-1-38	274 75	20 50
April	"		4-8-38	292 50	21 00
May	"		5-7-38	303 50	21 50
June	"		6-7-38	281 00	20 75
July	"		7-20-38	263 00	20 75
August	"		8-3-38	257 25	21 25
Sept.	"		9-1-38	253 25	20 25
Oct.	"		10-5-38	245 50	20 00
November	"		11-10-38	248 50	20 25
Dec.	"		12-31-38	249 75	21 25
Jan.	1939		1-27-39	268 50	21 00
Feb.	"		2-9-39	266 25	20 50
March	"		3-14-39	264 00	21 25
[fol. 1119] Jan.	1939		1-27-39	265 50	21 00
Feb.	"		2-9-39	266 25	20 50
March	"		3-14-39	264 50	21 25
April	1939		(deposit made in May 1938)		
May			6-2-39	264 50	21 00
			5-24-39	275 50	21 75

By Mr. Leary:

Q. Miss Todd, what record do you have as to the dues payment for the months of April, May, June and July, 1937?

A. Of what—of April, May, June and July?

Q. '37.

A. Well, we have some little gray books that have it in, some little looseleaf sheets, is what they are.

Q. Are those available in the court room now?

A. I doubt if they are. We carried them around here for several days. I don't think they are here this morning, are they?

Mr. Patten: No, they are not here. They are at the office. We can bring them over for you, Mr. Leary.

Mr. Leary: If you will, please.

By Mr. Leary:

Q. Now, was it your testimony, Miss Todd, that the first time you talked with Mr. Tyler was on March 27, 1937? A. Yes, sir.

[fol. 1120] Q. Is the check, cancelled check, identified as Board's Exhibit 13, the check that was sent to Mr. Frank Tyler, dated April 1, 1937, in the amount of \$500 from the Nelly Don Loyalty League, Rose Todd, Pauline Hartman?

(Thereupon, the document above referred to was marked as "Board's Exhibit No. 13" for identification.)

A. The words that you read are contained on this check, but I can't answer that question.

. . . . .

By Mr. Leary:

Q. You identify that as a check that was sent to Mr. Frank Tyler from the account of the Nelly Don Loyalty League on April 1, 1937? A. Yes, sir.

Mr. Leary: Board offers its Exhibit 13.

. . . . .

[fol. 1121] Trial Examiner Batten: It will be received.

(The document heretofore marked as "Board's Exhibit No. 13" was received in evidence.)

Mr. Leary: Will the intervener admit that this is Mr. Frank E. Tyler's signature on the back of the check?

Mr. Lane: Yes, sir.

. . . . .

[fol. 1123] Mr. Leary: Do you know whether any records have been kept by the Nelly Don Loyalty League as to the persons who contributed certain amounts to cover that check?

Mr. Patten: We object to the form of that question. It assumes facts not in evidence, that the Nelly Don Loyalty League is the organization that took these 50 cent dues that were paid. The testimony was that it was at a meeting of employees.

Trial Examiner Batten: Well, I think the question is, is there any record any place of those who paid this amount. Is that it, Mr. Leary?

Mr. Leary: Correct; yes.

Mr. Lane: He said the Loyalty League.

Trial Examiner Batten: I am saying, the question is, is there any record of the people who paid these amounts to make up the \$500.

Mr. Stottle: May the respondent inquire, then, whether Mr. Leary's question is withdrawn for the purpose of answering your own?

Mr. Leary: I make no point over using the words "Nelly Don Loyalty League" here at all.

Trial Examiner Batten: No. I asked Mr. Leary if that is the question. I assume that is the question the witness is to answer.

[fol. 1124] Trial Examiner Batten: In other words, do you have a record any place showing the names of the people who paid these amounts?

A. No sir. We don't have, that I know of.

. . . . .

[fol. 1128] Q. Do you know whether you had chairs for your March 18 meeting?

[fol. 1129] A. I don't think we did. I asked somebody about that, trying to refresh my memory about it, and I didn't arrive at any conclusion about it.

Q. Do you remember whether you had chairs for the April 27 meeting? A. Yes, we did.

Q. Who arranged for the obtaining of those chairs?

A. That was paid out of the balance of the money—not the balance of it, but part of that money that we used to pay that \$500 for Mr. Tyler's fee. Part of that money was used for those chairs, I believe—I know it was.

Q. Do you have any record of that? A. No.

Q. Would your treasurer have a record of it?

A. I don't know. I haven't thought of that for a long time.

. . . . .

[fol. 1131] Recross-Examination.

By Mr. Langsdale:

Q. Miss Todd, I am not entirely clear about the small file, as to where it is kept.

A. It usually sits on my desk.

Q. Your desk is on what floor? A. Seventh floor.

Q. Now, let me ask you, since this check has been produced, showing that the payment of \$500 was made to Mr. Tyler on April 1, 1937, if your memory is thereby re-

freshed as to when the meeting was had of "the employees," as you have called it, to raise the money.

Mr. Patten: We again object to the question for the reason that it has been gone into heretofore.

Trial Examiner Batten: I will overrule the objection.

A. I don't know the exact date of that meeting, Mr. Langsdale.

By Mr. Langsdale:

Q. Is your memory refreshed as to whether or not the meeting was held between March 27 and April 1?

A. I am positive that it was, but the date of it I don't know.

Q. Some date between those two dates?  
[fol. 1132] A. Yes.

Q. Who called that meeting?

A. I believe I called that meeting.

Q. How did you call it?

Mr. Patten: If the Court please, I think that meeting has been discussed pages and pages in this record.

Mr. Langsdale: All we have asked her about is when it was held.

Mr. Patten: You are asking her as to who called it.

Mr. Langsdale: She answered that. The only question asked her about that meeting—In fact, the meeting was never mentioned until yesterday, when it was discussed in connection with the payment made to Mr. Tyler, and she says the meeting was called in which everyone was assessed 50 cents to pay Mr. Tyler. We didn't get that information until now, as to who called it. I want to know how [how] it was called, whether by telephone, by a. d. m., or by what method.

Trial Examiner Batten: You may ask this question, because there hasn't been any prior information as to



who called it, so there couldn't have been anything about how it was called.

Mr. Patten: I think that has all been gone over.

Trial Examiner Batten: The witness didn't testify before that she called it. You may answer.

A. I don't remember.

[fol. 1133] By Mr. Langsdale:

Q. Have you any recollection at all? A. No, sir.

Q. Did you ask Mrs. Reed to help you get the employees together? A. No, sir.

Q. Do you recall what time of day the meeting was held? A. In the late afternoon.

Q. What do you mean by "late afternoon"?

A. My recollection is, it was about 4:30 or 4:15.

Q. 4:30 or 4:15. Now, you haven't the slightest recollection of how you got the employees together?

A. I have not.

Q. You stated that you raised something over \$600 at that meeting? A. Yes, sir.

Q. Out of which you paid \$500 to Mr. Tyler. And this morning you have stated you paid for the chairs with part of that money raised in that way.

Mr. Patten: Intervener objects to the question, and submit, Your Honor, it has all been gone into time and time again.

Mr. Langsdale: It is purely preliminary.

Mr. Langsdale: What did you do with the rest of the money?

Mr. Patten: Wait for the ruling.

Trial Examiner Batten: If it is only preliminary, you [fol. 1134] may answer.

A. I can't tell you the details of what was done with the balance of that money.

By Mr. Langsdale:

Q. There was a balance, was there not?

A. There would probably be a balance.

Q. Have you any records anywhere as to how much was collected at that meeting?

A. Not any more, Mr. Langsdale. I have had.

Q. Have you now? Is there any record now in your possession, or in anyone else's possession, as to how much money you collected at that meeting?

A. Not that I know of.

Q. Have you any invoice for the chairs that were rented for that meeting? A. I have not.

[fol. 1135] Q. Has anybody that you know of?

A. I can't answer that, because I do not know.

. . . . .

Q. You have stated that when you first approached the management about the check-off system, that Mr. Ingraham objected. Do you recall what his objection was?

A. I recall that he had a very good objection. He was just very positive—

Mr. Langsdale (interrupting): I ask that the "very good objection" be stricken out.

Mr. Langsdale: I asked you what the objection was.

Trial Examiner Batten: It may be stricken.

A. He was very positive in saying they just couldn't do it.

By Mr. Langsdale:

Q. Well, why? Did he tell you why?

A. I don't recall that he did.

Q. He just refused to do it?

A. What did you say—just refused to do it.

Q. You don't remember any reason that he assigned?

A. No, I do not.

[fol. 1143] By Mr. Langsdale:

Q. Miss Todd, how many people would you ordinarily have in your meetings of the Donnelly Garment Workers' Union? A. You want an average?

Q. Yes.

A. I think we never have less than—unless it is during a vacation period when there isn't so many people there—that we have less than 6 or 7 hundred people.

[fol. 1144] Q. Did you ever have more than that?

A. Yes, sir.

Q. What would be your judgment as to the average? You said you never have less than 6 or 7 hundred:

A. Well, I think, Mr. Langsdale, that would be about an average. I know we have had a meeting or two or three where there have been less than that; they would be meetings during vacation times, or at Christmas and the holiday time, or something like that. I know we have had meetings when practically everyone was there.

Q. That is, 1,100 or 1,200? A. Yes, sir.

Q. And you have chairs for everybody?

A. No, sir.

Q. Do these invoices state the number of chairs you had for every meeting? A. Yes, sir.

Q. I notice on October 1, 1938, you called for just 450 chairs.

A. We usually have 400, 450 or 500 chairs, and the remainder of the members have to stand.

Q. October 4, 450 chairs. I notice here in this meeting of August 8, 1938, you ordered only 100 chairs. Do you remember that?

A. I think I do, but to be more definite about it I will [fol. 1145] have to see the minutes.

Q. Will you examine the invoice?

A. Yes. (Referring to invoice.)

Q. One hundred chairs for the meeting that day?

A. Yes, sir.

Q. Did the Donnelly Garment Company own any chairs at that time? A. Not to my knowledge.

Q. You do not know of any chairs that the Donnelly Garment Company owned?

A. Other than they use all of the time—I don't know of any chairs that they use for meetings and things of that kind.

Q. When you would have a meeting of everybody in the plant, executives, employees, and everyone else, were the chairs brought from the outside, or did the Donnelly Garment Company have some chairs?

A. I have never known the Donnelly Garment Company to own any chairs, Mr. Langsdale.

Q. You don't know of any down there now?

A. No, sir. I have never known of any.

[fol. 1146] Q. When these invoices were mailed by the K. C. Chair Rental Company to the plant, to whom were they mailed?

A. To the Donnelly Garment Workers' Union.

Q. And by whom were they received? A. By me.

Q. All of them? A. To my knowledge, yes, sir.

Q. I think this question has been asked you, but it is purely preliminary. Did anyone representing the Donnelly Garment Company open any of the mail that was addressed to the Donnelly Garment Workers' Union?

A. I have never known that to happen.

Q. Let me show you this exhibit No. 11 and call your attention to the receipt stamp there of the Donnelly Garment Company.

A. What is the date on that?

Q. August 10. A. August 8.

[fol. 1147] Q. That is when you made the order and it was delivered August 10th, is the date that you evidently received the invoice?

A. I think, Mr. Langsdale, what has happened to this, I have O. K.'d it there, but in sending it to the treasurer, inadvertently, the boy that picks up that mail or delivers those things must have laid it down on the desk of somebody connected with the company, some clerk or somebody, and before she noticed what it was, she put that on it.

Q. Well, this round circle that is stamped on there, on Exhibit 11, is the regular receipt stamp of the Donnelly Garment Company for mail that comes into that plant, is it not?

A. I never have seen that, Mr. Langsdale. I don't know.

Q. You mean in your long 10 years with the Donnelly Garment Company, you never saw their mail receipt stamp before?

Mr. Lane: Just a moment. If your Honor please, that is argumentative. He just asked the question once, and she answered it. Now, he repeats it in an argumentative form and I object to the argument with the witness.

Trial Examiner Batten: You may answer whether you ever have seen it?

A. I have never seen it, and never noticed it on there.

By Mr. Langsdale:

Q. You had never seen the stamp before? A. No, sir.

Q. Now, the stamp is also on the next exhibit, Exhibit 10. Do you know who placed that mail receipt [fol. 1148] stamp on there?

A. I don't know why it would be on there. Who did—I think it looks like carelessness of some sort.

Q. At any rate, the stamp is there, isn't it?

A. Yes, it is.

Q. And that is not the Donnelly Garment Workers' Union stamp, is it?



A. We do not have a stamp.

Q. And that is the Donnelly Garment Company's stamp, is it?

A. I don't know. I have never seen it before.

Q. Now, Miss Todd, a check has been produced which shows that, dated April 1, 1937, drawn on an account in the name of the Donnelly Loyalty League. Let me ask you if it isn't true that that money to meet that check was not loaned by the Donnelly Garment Company?

A. Oh, no, Mr. Langsdale.

Q. Was any other payment made to Mr. Tyler about that time or within the next—subsequent to the organization of the Donnelly Garment Workers' Union?

A. The next payment that was made to Mr. Tyler by—was by the Donnelly Garment Workers' Union and will show in the book of our treasurer.

Q. Well, have you any independent recollection of the books as to when the next payment was made?

[fol. 1150] Trial Examiner Batten: In other words, do you know when the next payment was made to Mr. Tyler?

A. I do not remember just the date of it.

By Mr. Langsdale:

Q. Can you give us an approximate date?

A. No, I don't believe I can, Mr. Langsdale. It has been a long time ago.

Q. Did you ever pay him for his advice and work in drawing up the by-laws? A. Yes, sir.

Q. Did you ever pay him for his advice and work in helping you draw up the working agreement?

A. Yes, sir.

Q. Did you ever pay him for his advice and work in helping draw up the supplemental agreement?

A. Yes, sir.

Q. And did you pay him for his visit to the 27th of April meeting in which he explained the purposes of the

meeting and produced the by-laws and gave other legal advice? A. Yes, sir.

Q. Now, do you know when you paid him for that work?

[fol. 1151] A. I do not, from memory; no, sir.

Q. No recollection whatever?

A. I have no recollection from my memory when we paid him, but we paid him for everything that he has done or everything that he has requested.

Q. Was this \$500 payment permitted to cover those services? I mean by that, the services I have just mentioned?

A. It was not. That was very definitely for a retainer fee and advice given us about an injunction, and that was all it was for.

[fol. 1152] By Mr. Langsdale:

Q. Was any check drawn upon the bank account of the Donnelly Loyalty League in payment for services to Mr. Tyler or his firm subsequent to the check of April 1, 1937?

A. There had never been but one check issued, given to Mr. Tyler or sent to Mr. Tyler from the Donnelly Loyalty League.

[fol. 1153] Q. Now, you know that, do you?

A. Yes, sir, I do.

Q. Was any money collected subsequent to April 27, 1937, which was paid to Mr. Tyler for legal advice and services by the Donnelly Loyalty League, either by check or cash?

A. No, sir, by the Donnelly Loyalty League, you say?

Q. By the Donnelly Loyalty League? A. No, sir.

Q. You stated that the Loyalty League is still active. What do you mean by that?

A. I mean it was a social organization, Mr. Langsdale, and it is still active, as it has always been.

Q. Well, has it held any party? A. It has.

Q. And can you tell us when?

A. Well, they had one or two last winter.

Q. Well, do you know when?

A. I don't remember when.

Q. Do you mean in the winter of 1938?

A. Well, I think they had one during—since Christmas, since the first of the year.

[fol. 1155] Q. Now, the Donnelly Workers' Union since April 27, 1937, has given a number of dances, skating parties, steak fries, carnivals, and other similar parties?

A. Yes, sir.

Q. And you mean to tell the Examiner that in addition to all of the parties that are shown by the minutes of the Donnelly Garment Workers' Union the Loyalty League has given other parties? A. I certainly do.

Q. Do you know where any of those parties was given?

A. I don't remember where they had the big party. There are several places around town where they have parties.

Q. Do you know where any one of them was given?

A. It seems to me the steak fry they had out at Swope Park, or they might have had it out at the club house.

[fol. 1156] Q. You say you think a party was given at the club house. What do you mean by that?

A. Mr. Langsdale, that club house is for the use of the employees, and I doubt if there are two nights out of the week that that club house is not used.

Q. Where is it? A. I don't recall the address.

Q. Tell us approximately where it is located.

A. North of Swope Park and east of Swope Parkway.

Q. What is its capacity?

A. It is purely a club house.

Q. I know, but how many people can give a party there?

A. It is a 3-story house. I have been out there when there have been as many as 125 or 130 people.

Q. To whom does that club house belong?

A. I suppose it belongs to Mrs. Reed.

Q. To the Donnelly Garment Company?

A. I don't know, Mr. Langsdale.

Q. It does not belong to the Donnelly Garment Workers' Union, does it? A. No, sir.

Q. And it does not belong to the Loyalty League?

A. No, sir.

[fol. 1157] Q. Are any people kept out there to maintain it? A. Yes, sir.

Q. How many?

A. Well, I don't know that either. When I have been out there, there have been all of the way from two to three or four people, and I don't know whether they are temporary, permanent, or what.

Q. Cooks and people who wait on those assembled?

A. If you are there for dinner, there are people there to prepare it and to wash the dishes.

Q. Did the Loyalty League ever pay any rent for the use of that club house, to the Donnelly Garment Company, or anyone else?

A. That is a club house for the use of the members and the employees are entitled to belong to it. They pay dues to belong to it, and whenever they want to use it they are privileged to use it. In addition to the use of it, depending on the number of guests you have or what you are doing, there is an additional charge for using it.

By Trial Examiner Batten:

Q. As far as you know, did they ever pay any rent? [fol. 1158] A. I don't think the club house is rented.

Q. I say, did they ever pay any rent, as far as you know? A. No, sir.

By Mr. Langsdale:

Q. You say they pay dues to use the club house. What do you mean by that? Who pays dues?

A. If you are a member, privileged to use that club house, you belong to it, unless you want to pay for it as a special assessment. I don't know the details.

Q. To what organization must an employee of the Donnelly Garment Company belong to have the privilege of using that club house?

A. None.

Q. Then, what do you mean by dues? Are there some monthly dues that the employees pay for the privilege of using that club house?

A. For the privilege of being a member.

Trial Examiner Batten: If you remember, what [does] do you pay? A. \$2 a year.

Mr. Langsdale: A member of what?

A. Well, I think it says on the card "Nelly Don Country Club," or "Nelly Don Club"—I don't know what it is.



Q. Is there another association, I mean different from any of those that have up to now been mentioned, to which [fol. 1159] you pay \$2 a year dues?

Mr. Stottle: Mr. Examiner, respondent objects to getting into still additional organizations, if there are any. Certainly the respondent has a right to provide a country club for its employees if they want to, and let them pay so much a month. There is no showing that it is done for the Donnelly Garment Workers' Union.

Trial Examiner Batten: I don't suppose there is any argument that the respondent could furnish the employees a country club for nothing if they wanted to.

Mr. Stottle: And of course it would not be material to these issues.

Trial Examiner Batten: I can't determine whether it is material or not until I find out about this matter of these rentals Mr. Langsdale is inquiring about.

Mr. Langsdale: Read the question, please.

(Thereupon the last question was read by the reporter.)

A. I haven't mentioned all of the ones there are.

By Mr. Langsdale:

Q. To whom do you pay this \$2 a year?

A. I think that card says "Nelly Don Country Club."

Q. To whom do you pay it? To what individual do you pay the \$2?

A. Right now I don't know. I had a little envelope sent down to me with a card in it stating that I owed my dues, and I put it in the envelope and sent it back.

[fol. 1160] Q. Do you know who sent you the card?

A. No, sir, I don't.

Q. Do you know who sent you the dun for the \$2.

A. No, I don't.

A. Well, I have told you as near as I can remember.

Q. Do you have the card in your pocketbook or anywhere else here? A. I think I have.

Q. Will you produce it?

(Witness looks through purse, procures card and hands it to Mr. Langsdale.)

Q. I hand you this card which has been marked International Ladies' Garment Workers' Union's exhibit No. 3 and ask you to state what it is—not what is on it, but what it is.

A. It is a membership card of the club out there.

(Thereupon the card above referred to was marked "International Ladies' Garment Workers' Union's Exhibit No. 3.")

Mr. Langsdale: I offer exhibit No. 3.

Mr. Stottle: Respondent objects on the ground that it is wholly immaterial to any of the issues in this case.

Trial Examiner Batten: Thus far I don't see that it has any bearing.

Mr. Langsdale: I want to ask some questions about it.

Trial Examiner Batten: You may proceed.

[fol. 1161] Mr. Lane: Intervener objects to International's exhibit No. 3 for the reason that it is not material—it is not within any of the pleadings in this case, and for the reason that it opens up ramifications that are wholly outside of any proper inquiry in this investigation.

Trial Examiner Batten: You may proceed until I can determine. And if when he completes this matter, Mr. Lane, if it is not connected up with the issues in any way you may make a motion to have it stricken and it will be stricken.

[fol. 1162] Q. Is the club membership identical to the membership of the Loyalty League?

A. It has nothing to do with it at all.

\* \* \* \* \*

[fol. 1163] Q. Well, has the membership, the club membership, anything to do with whether or not members of the Loyalty League have the privilege of going to the club house to a Loyalty League party?

\* \* \* \* \*

Mr. Stottle: Respondent objects to that as being speculative as to whether there was a Loyalty League party or what Loyalty League party, wholly immaterial to any issues. It has been testified heretofore that the employees of the Donnelly Garment Company, a great many of them belong to the Loyalty League, that a great many of them belong to the Donnelly Garment Workers' Union, that a great many of them belong to this club business, a great many of them belong to the Athletic Association. If anything is done down there that involves employees, there is bound to be certain overlapping.

\* \* \* \* \*

[fol. 1167] By Mr. Langsdale:

Q. You stated that someone named Fitzgerald asked to withdraw his membership from the Donnelly Garment Workers' Union, because he had been made head of the advertising department.

A. That is correct.

Q. If he hadn't asked to withdraw, what would his status have been in that union?

A. Well, we would have asked him to withdraw. He [fol. 1168] wouldn't have been in the union.

\* \* \* \* \*

[fol. 1173] Mr. Lane: Mr. Examiner, so the record may be clear, I would like to have the record show that in response to Mr. Leary's request that we produce the record showing the collection of dues from the members of the Donnelly Garment Workers' Union from the period of its formation up to the time the check-off went into effect, we produced here for his use this morning a series of records which he returned to us, saying he didn't care to examine on them at the present time. I want the record to show that we did have them here.

. . . . .

[fol. 1181] Q. Did you have any occasion to leave the plant on union business?

A. Well, lots of times I have gone.

. . . . .

[fol. 1182] Q. Well, tell me any one of them, Miss Todd.

A. Lots of times I have gone to Mr. Tyler's office when I left work at night, and I have gone lots of times at noon-times.

. . . . .

[fol. 1184] Q. In answer to Mr. Leary's question about comparing the checks that you received monthly from the Donnelly Garment Company for dues of your members you stated that you had some document for each member which you checked over to see whether or not this check of the Donnelly Garment Company was correct; is that true?

A. That is correct.

Q. Now, that [document] contained what information?

A. It isn't a document.

Q. Well, a piece of paper, record, or what-not.

[fol. 1185] A. Our cards, Mr. Langsdale, as I explained yesterday—we checked that from our membership file.

Q. But you stated, in connection with that testimony, that at that time you examined the records that you had before you, furnished you by the company, to see whether or not the check that was paid each member was correct.

A. I don't want to dispute you, Mr. Langsdale, but I don't think that is what I said, because we had the file up here on the desk and I was trying to show you how we checked that each month. I don't recall saying that we had a document we referred to.

[fol. 1189] By Mr. Langsdale:

Q. Now, Miss Todd, will you tell me whether or not you received data from the Donnelly Garment Company management which you checked to see whether or not the payments made to your members, to the members of the Donnelly Garment Workers' Union were correct payments? A. I did not.

Q. Did you ever at any time have any information that would tell you whether the Donnelly Garment Company was paying your membership what they should have paid them?

A. I don't know any way to answer that, Mr. Langsdale, but the way I have answered it before.

By Mr. Langsdale:

Q. Did you check up the payments made by the Donnelly Garment Company to the members of the Donnelly Garment Workers' Union to determine whether or not those payments were correct?

A. I do check them every month.

[fol. 1191] Q. How?

A. By the use of our membership file.

Q. I know, but according to what you have already stated, Miss Todd, all you have is the amount paid and the file which shows you that the member is a member.

A. Mr. Langsdale, I think this is the way I have stated it before. We keep that membership file active. If there are 1,240 cards in that file, we have 1,240 quarters coming to us, and that is the way we check it every month.



[fol. 1192] Mr. Stottle: Mr. Examiner, the respondent, if Mr. Langsdale is finished with that offer of proof, moves that the latter part be stricken from the record as not made in good faith, because he hasn't asked the witness to go ahead and state that she spent hundreds of hours, or whatever his offer or proof was, on this matter.

Mr. Langsdale: Well, I—

Mr. Stottle (interrupting): It was just—it is not fair to have it appear in the record that he made an offer of proof by this witness—

Mr. Langsdale (interrupting): What have I done, if you if I don't prove it?

[fol. 1193] Trial Examiner Batten: Well, Mr. Stottle, I think—I think that Mr. Langsdale's offer of proof, and the questioning of the witness subsequent thereto speaks for itself.

By Mr. Langsdale:

Q. I don't know whether you have been asked, Miss Todd, when Mr. McCaughy was transferred from the mechanical department to the bookkeeping department, was it, or the accounting department?

A. Bookkeeping department, I think.

[fol. 1194] Q. I have forgotten whether he was on your first Board of Chairmen or not.

A. Yes, sir.

Q. He has been on all three of them, hasn't he?

A. Yes, sir.

Q. I note from what I have from the books that he was getting \$59.58 every two weeks until in the month of May, 1937, when he was raised to \$65 every two weeks. Do you know whether or not that is true? A. I don't know.

Q. Now, Hobart Atherton was a member of your first board of chairmen? A. Yes, sir.

Q. Is he still a member? A. No, sir.

Q. Was he a member of your second board?

A. No, sir. Wait a minute. I don't remember, Mr. Langsdale. I have that information, and I can get it for you. But I don't recall right now. I think not, however.

[fol. 1195] Q. I note from the information I have from the company's records that Hobart Atherton was receiving \$65 every two weeks until the middle of May, 1937, was raised to \$75.83. Do you know that to be

A. I do not, no.

Q. Fred B. Brown was a member of your first board, is he not? A. Yes, sir.

Q. And from what information I have, I note that he was drawing \$92.09 for the first half of May, 1937, when he was raised to \$97.50. Do you know whether or not that is true?

A. I don't know, Mr. Langsdale.

Q. Charlotte Case was a member of your first board, was she not? A. Yes, sir.

Q. And I note from what information I have from the company's records that she was getting \$43.34 for the first half of May, 1937, when she was raised to \$48.75. Do you know whether or not that is a fact?

A. That is probably a fact. As I listen to the date you are reading there, and our contract calls for a raise of some of those people in the dividing department, and I think she was one of them.

[fol. 1196] Q. How long did Fred Brown continue on your board of chairmen?

A. Through the first year.

Q. That was down to April, 1938? A. Yes, sir.

Q. I note that in January, 1938, Fred Brown got another raise, from \$97 to \$108.54 every two weeks. Do you know whether or not that is a fact?

A. No, Mr. Langsdale, I don't.

Mr. Stottle: Mr. Examiner, respondent objects to this evidence as being immaterial, what different employees,

of which there are 1,200 or 1,300 down there—what raises in pay they may have received. The answers have all been in the negative and there is probably no evidence on it as yet, but it seems to me it is immaterial.

Trial Examiner Batten: Mr. Stottle, in the first place, I don't suppose she knows about these matters. And, in the second place, I cannot tell now whether it is material or whether it isn't. If Mr. Langsdale has the records and [fol. 1197] that is what they show—

Mr. Langsdale (Interrupting): We will bring them in, but I think I have a right to inquire whether or not the president of the union knew about these matters.

Trial Examiner Batten: I am not telling you to discontinue.

[fol. 1213] Q. I note in your contract, your supplemental contract that you entered into on the 22d. of June, 1937, which is Board's Exhibit No. ....

Trial Examiner Batten (interrupting): 7.

Mr. Langsdale:

Q. —7, the following: "Now, therefore, it is stipulated and agreed as follows: the following holidays shall be recognized, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Christmas. All workers shall be paid for these holidays, pieceworkers on the same basis as paid vacations." Following that, "The employer shall have the privilege to make up the time lost on account of holidays."

Can you tell me what that means, "Employer shall have [fol. 1214] the right to make up for time lost on account of holidays?"

A. Yes, sir. If they are in a busy season and they want their production, they reserve the right to ask us to work on the following Saturday or a day to make it up.

Q. Without pay? A. No, sir.

Q. What? A. No, sir.

Q. Well, without overtime?

A. I think you will have to interpret that, Mr. Langsdale. It isn't clear to me what you mean.

[fol. 1215] Q. Well, say you work 48 hours a week; do you work for the same prices you work for 40 hours a week? A. No, sir.

Q. What happens the other 8 hours?

A. They have—get time and a half.

Q. Now, that is what I thought? A. Part of them.

[fol. 1219] Mr. Langsdale: Miss Todd, your working agreement signed on May 27, 1937, as I recall, one month following the organization of the Donnelly Garment Workers' Union, and your supplemental agreement signed on June 22, following, now you have testified that between those dates you and your board of chairmen and Mr. Tyler were working with material to get up this supplemental agreement. Do you know when you first presented your supplemental agreement to Mrs. Reed or anyone representing the management?

You can answer that by telling me whether it was the day it was executed, or two days before, or—

[fol. 1221] A. The 21st and 22d of June.

By Mr. Langsdale:

Q. The first day you submitted it to the management was the 21st of June?

A. To the best of my recollection, yes, sir.

Q. And had anyone connected with the management of the Donnelly Garment Company been helping you get up that agreement?

A. No, sir.

Q. Had you consulted with anyone connected with the management about the terms of that agreement before the 21st of June, 1937?

A. Not about the terms of the agreement.

Q. Had you consulted with the management about any of the minimum wages provided for in that agreement prior to the 21st of June, 1937?

\* \* \* \* \*

[fol. 1222] A. No, sir.

Q. Had you consulted with anyone connected with the management about the different groups—I mean, group 1, group 2, and group 3, as to who should be placed in the different groups, prior to the 21st day of June, 1937?

A. No, sir.

Q. Had you consulted with any of the management about the percentage of the employees to be placed in each group; that is, 40 per cent in one class, 30 per cent in another, and 30 per cent in another, prior to the 21st day of June, 1937?

A. No, sir.

Q. That was all done by your committee and Mr. Tyler?

A. Yes, sir.

Q. And the first time the management saw that agreement or knew anything about its contents was the 21st day of June, 1937, isn't that correct?

A. To the best of my recollection, that is correct.

Q. And on the 22d day of June the management signed it without any changes, is that correct?

A. No, sir.

Q. What changes were made between the 21st and 22d of June?

A. The changes— Wait a minute. I don't think I answered the question previous to this one correctly, Mr. Langsdale.

Mr. Langsdale: Will you read the next to the last question [fol. 1223] and answer?

(Thereupon the next to the last question and answer were read by the reporter.)

Q. Do you want to change that answer?

A. No, sir.



Mr. Langsdale: Now, read the instant question, please?

(Thereupon the last question was read by the reporter.)

Mr. Langsdale: Do you want to change your answer to the question: "And the management signed it on the 22d day of June without making any changes?"

A. I will think about it a little bit. I can't answer the question that way. I have told you about that \$16.50.

Q. I know. That was a change from your working agreement.

Trial Examiner Batten: Just a minute. She is—

A. What I was trying to say was, I can't answer the question that way, because I have answered and told you what happened about that \$16.50 minimum.

Q. Well, Miss Todd, as I remember, you said your working agreement contained the \$15 minimum, and when you presented your supplemental agreement you had changed that to \$16.50?

A. Yes, sir.

Q. That was in the supplemental agreement when you submitted it to the company on the 21st of June, wasn't it, \$16.50?

A. That is correct.

Q. Now, the present question is, did the management [fol. 1224] insist on any changes in the agreement you submitted to them on the 21st day of June, 1937?

A. They did insist on that \$16.50 being changed.

Q. You mean they tried to put it back to \$15?

A. There was a discussion of putting it back to \$15, and a discussion of leaving it at \$16, and they finally agreed to sign it for \$16.50.

Q. Can you think of any other provision in your supplemental agreement about which there was any discussion whatever—

By Mr. Langsdale:

Q. (Continuing)—after you submitted it to the company and before they signed it?

A. Yes, sir.

[fol. 1225] Q. What?

A. Discussion about the guarantee for the mechanics was higher than they wanted to sign it.

Q. But they did sign it?

A. Yes, sir.

Q. Now, can you think of any other provision in the agreement as you submitted to them on the 21st of June, about which there was any discussion before they signed it?

A. Yes, sir.

Q. What?

A. The guarantee for the dividing department.

Q. That is the minimum guarantee?

A. Yes, sir.

Q. Any other provision?

A. May I look at that contract a minute? Here is one, Mr. Langsdale.

There was a discussion about these five holidays.

Q. Yes. All right. That is, you mean the management was reluctant to sign the agreement with that provision in there?

A. Yes, sir.

Q. Now, tell me anything else.

A. There was a discussion about this group 1 operators and hand ironers.

Q. What was that discussion?

A. About the percentage that should be guaranteed, \$25.60.

[fol. 1226] Q. And you wanted 40 per cent to be guaranteed that, did you?

A. Yes, sir.

Q. And what did the management want?

A. To the best of my recollection, it is that they would consider 25 per cent, yes, that is correct.

Q. And have they always had that divided into 40 per cent and 30 per cent and 30 per cent?

A. No, sir.

Q. All right. Go ahead. You said something about the hand ironers.

A. That same thing applies to that percentage of hand ironers.

Q. Yes. All right.

A. It seems to me like there was one more. I don't recall any others just now.

Q. But they did sign the agreement on the 22d of June, just as you submitted it to them on the 21st of June, without change. Is that true?

A. In substance, I think it was signed as it was presented to them.

Q. With whom did you have the discussion about these various matters that you have mentioned?

A. Mrs. Reed, Mr. Baty and Mr. Ingraham.

Q. Where?

[fol. 1227] A. In Mr. Tyler's office.

Q. Well, that meeting in Mr. Tyler's office on the 22d—it was on the 22d, was it not?

A. Yes, sir.

Q. And that is when you had the discussion?

A. Yes, sir.

Q. And how long was Mrs. Reed there on the 22d of June before she actually signed the agreement?

A. Mr. Langsdale, I don't remember how long. That meeting was two or three hours that afternoon.

Q. In Mr. Tyler's office?

A. Yes, sir.

Q. And she was there during that two or three hours, was she?

A. Yes, sir. She was out part of the time, but she was there.

[fol. 1230] By Mr. Langsdale:

Q. Now, you were asked yesterday, but I don't think you made a definite answer, as to whether or not you had a desk at which, or with which you worked on the [fol. 1231] 23d of April, 1937. That is the date of the Sigler-Hull demonstration.

A. Are you asking me that?

Q. Yes. Did you have a desk on that day?

A. I did get confused on it yesterday. I did have a desk on the 9th floor.

Q. One the 23d? A. That is right.

Q. Now, Mr. Leary asked you yesterday if the Donnelly Garment Workers' Union and the Donnelly Loyalty League ever held a meeting jointly, and I believe you

said no, not to your recollection. Did they ever hold a meeting, or meetings, consecutively. That is, I mean, was there ever a meeting of the Donnelly Garment Workers' Union when that union meeting was adjourned and then the Loyalty League was called to order?

A. Not to my recollection.

[fol. 1239] By Mr. Stottle:

Q. Miss Todd; I believe you testified in answer to a question by Mr. Leary that you never had occasion to determine whether any member of the union had paid his dues since the check-off system was established. Hadn't you previously testified that you determined whether every member of the union had paid their dues—their dues had been included in the check from the company each month?

A. Yes, sir.

Q. Miss Todd, in answer to Mr. Langsdale's questions on the matter of separation of your supplemental contract of June 22, exhibit No. 7, you had obtained information from Mr. Baty and others concerning wages and so forth, at the plant that your committee used in preparing that contract, did you not?

A. Yes, sir.

Q. You did not just prepare it out of your own head and submit it on June 21?

A. No, sir. I didn't think that was what he asked me.

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[fol. 1242] MAY FIKE, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

#### Direct Examination.

By Mr. Leary:

Q. State your name and address, please.

A. May Fike, 5221 East Twenty-ninth Street.

Q. Is that Kansas City, Mo.? A. Yes, sir.

Q. How long have you lived in Kansas City?

A. Over 20 years.

Q. Were you ever employed by the Donnelly Garment Company? A. Yes, sir.

Q. When did you first become employed by that company?

A. It was sometime in 1926 or 1927 the first time, I don't just remember.

[fol. 1243] Q. How long then did you remain on the single needle machine? A. About a week or ten days.

Q. Is that the elementary operation with a machine, the operation on which all operators first start to learn?

A. No. When I first started they put me on this first machine, and then she asked me if they needed a binder, and she asked me if I could do binding, and I told her I could if anyone else could, and she put me on the binder.

Q. Were you an experienced operator before you went to Donnelly's?

[fol. 1244] A. Yes, sir, but not on dresses.

Q. Who do you mean by "she" put you on a binder?

A. The instructor.

Q. Who was that? A. Pearl Collins.

[fol. 1246] Q. Do you know a Fern Sigler?

A. Yes, sir.

Q. Was she ever employed by the Donnelly Garment Company? A. Yes, sir.

Q. Do you know when she began work there?

[fol. 1247] A. I think she started there in '36, but I don't know just when. It was either the first of the year of '36 or the latter part of '35, and I don't know exactly. I think it was in the early part of '36 she started.

Q. Is Fern Sigler related to you?

A. She is my sister.

Q. Now, in what section and under what instructor were you working from the time you went back to the plant in 1933?

A. I worked under three or four of them. I worked under Pearl Collins, and Mrs. White.

Q. Mrs. Whom? A. White.

Q. Was that Pearl White?

A. No, Pearl Collins and Mrs. White.

Q. What is Mrs. White's first name?

A. I don't know.

Q. Is it Lillian? A. I believe it is.

Q. Now, who are the other instructors under whom you worked beginning in 1933?



A. Rose Hendricks and Pearl Atchison, and then I worked a few days for Marie Patton.

[fol. 1248] Q. During all the time that Fern Sigler worked there, did both of you work on the same floor?

A. Yes, sir.

Q. About how large are those floors on which you worked? A. The whole floor?

Q. Yes.

A. Oh, I don't know. It was about half a block one way and I couldn't say just how far, I suppose, 200 feet or more the other way. I don't know.

Q. On what floor was that that you and Fern Sigler worked? A. On the sixth floor.

[fol. 1249] Q. And on that sixth floor, how many sections were there?

A. There was either four or five on that floor.

Q. Now, is there any wall between the sections so that you can't see from one to the other?

A. No, sir; no walls.

Q. Are there any obstructions of any kind on the entire floor?

A. There is just—well, I don't know what they call them, them braces that they hold up the building with.

Q. You mean, pillars?

A. Yes, sir, pillars. I guess that is what they called them.

Q. Well, at the sixth floor of the Donnelly plant where you and Fern Sigler were working, could you see where she was working?

A. Yes, sir. She was just across the table from me, on the next table across from me.

Q. Now, what do you mean by "table"?

A. They had, in each section, they had two long tables.

Q. About how long would you say each of the tables were? A. Oh, I wouldn't know. I don't know.

Q. Would you say about anywhere near as long or longer than the Court's bench right back of you?

[fol. 1250] A. Yes. It was as long as this room, or longer. There was 20—there was 10 machines on each side of these tables. There was 20 machines on each table, and they were about 27 or 30 inches apart, the machines were.

Q. The machines were set right into a cutout of the table, were they? A. Yes, sir.

Q. And did the machines receive their power off of a central drive shaft under each table?

A. One drive shaft run—

Q. (Interrupting) Each half section?

Mr. Ingraham: Now, just let the witness answer.

A. I think one of those switches run both sides of the table, a shaft on each side. It was the center, and one switch run all twenty of them machines.

By Mr. Leary:

Q. Now, then, were there two switches then that you would have to start up to start a section going?

A. If you started a whole section, yes, one table. One switch run one table. There was a switch to each table.

Q. How far away, then, were—was the table at which you worked from the table at which Fern Sigler worked?

A. Oh, about 14 or 15 feet. Maybe not that far. It wasn't over that.

[fol. 1251] Q. Now, in what section were you working as of the 30th day of April, 1937?

A. What section?

Q. Yes. A. 523.

Q. How long had you been working in Section 523?

A. Well, I don't know exactly. It was over a year.

Q. Who had been your instructor in Section 523?

A. Rose Hendricks and Pearl Atchison. I worked under Rose Hendricks first and then Pearl Atchison took the section.

Q. Do you know who the thread girls in Section 523 were during the time you worked there?

A. No, I don't remember who they were.

Q. Now, will you explain, Mrs. Fike what these thread girls do or did in the section where you worked?

[fol. 1252] A. They carry your work to you, and take it away, and bring your thread and your binding, keep you supplied, and answer the telephone when the instructor is busy.

Q. Where is the telephone in each section?

A. Ours was at the end of the east wall.

Q. Does the instructor ever work at anything?

A. The instructor?

Q. Yes.

A. Only when she is instructing some girl.

Q. When she—

Mr. Patten (interrupting): Will the witness speak just a little louder, please?

By Mr. Leary:

Q. And when the instructor is not teaching some girl or instructing some girl, what does she do?

A. Well, she usually examines work part of the time. I don't remember. I don't know just what she does do most of the time.

Trial Examiner Batten: Can you hear her now, Mr. Patten?

Mr. Patten: I heard that, yes.

A. (Continuing) She gives the girls their orders, and answers the telephone when she is not busy instructing.

By Mr. Leary:

Q. Does the instructor have a desk?

A. Well, they have a table up there, yes.

Q. That is a table separate from the other two tables in each section that you refer to?

[fol. 1253] A. Yes.

Q. Who tells you what work to do or who did [you] tell you what work to do when you were in that section?

A. The instructor, Pearl Atchison.

Q. Do you know who it was who told the thread girl what to bring to each operator?

A. The instructor.

Q. Have you ever heard the instructor say that to a thread girl?

A. Yes, sir.

Q. What would be the circumstances or what was the circumstance when you did hear that?

A. She would tell her to bring us a certain number of work, if we should be changing work. If we wasn't changing work, she would just tell her to bring us work, if we didn't tell her. We sometimes told the thread girl ourselves.

Q. What do you mean by "changing work"?

A. A different style dress.

Q. How often would you change your work?

A. In my double needle work, it was—they was brought to us mixed up.

Q. What?

A. They were brought to us all mixed up. It was the same work on all of the—on the double needle, but on the straight binder, why, the work varied. I bound skirts part [fol. 1254] of the time, and waists part of the time; done trim binding, that was binding pockets or collars on the straight binder, but on the double needle, it was all the same work, just under arm and underneath the arm.

Q. Did you ever have any question as to what work you should do or how you should do any particular operation?

A. Well, not so much so on the double needle.

Q. Well, when you were on the single needle doing your binding?

A. On the straight binder?

Q. Yes.

A. Well, the instructor would have to show us lots of times, or tell us how to do it if it happened to be new work.

Q. Well, is it a fact that she did do this occasionally?

A. I don't understand.

Q. Is it a fact that the instructor did occasionally have to tell you personally how to do your work?

A. Yes. She had to tell all of them part of the time, if it happened to be new work. They would have to tell us how to do it, how to put it together. It come to us all cut, punched, and notched.

Q. What do you mean by "notched"?

A. Well, that is places where, which ends goes together, and such things as that, and punches, if it would have to be punched, that was marked where to sew to or where to [fol. 1255] bind to, or where to leave off or where to add another piece on.

[fol. 1256] By Mr. Leary:

Q. Miss Witness, when an operator did an operation incorrectly who would tell the operator that it had been done wrong?

A. Our instructor.

Q. Has that situation ever happened to you?

A. A few times.

Q. When you had any question about your prices with whom did you take them up?

A. The instructor.

Q. And did the instructor remedy the situation or do anything at all about the prices?

A. Sometimes she did. I don't know just who she took that up with. She would take that up with someone else sometimes, and sometimes we would get a raise. Most of the time we didn't.

Q. Do you know who it is who turns on and shuts off the power in the various sections?

A. The instructor.

By Mr. Leary:

[fol. 1257] Q. Mrs. Fike, on any occasions were any employees laid off for a few hours or a half day or a day?

A. In slack season the girls took turns about, each one of them; or, maybe one or two or three would take a half day or a day off, but the time was divided between the girls.

Q. Who would tell you when to take your time off?

A. Our instructor.

Q. While you were employed in this section 523, or any other section, did any person other than your instructor give you any directions as to how you should do your work?

A. As to how to do our work?

Q. Yes.

A. No, sir.

Q. And when orders came from the office do you know who handled them in each section?

A. The instructor.

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[fol. 1261] BERTHA ESTES, a witness called by and on behalf of the International Ladies' Garment Workers' Union, being first duly sworn, was examined and testified as follows:

Direct Examination.

By Trial Examiner Batten:

Q. What is your full name?

A. Bertha Estes.



[fol. 1262] Q. Are you employed by the Donnelly Garment Company?

A. Yes.

Q. How long have you been employed by that company?

A. Twelve years.

Q. What do you do for that company?

A. I am a stenographer in the credit department.

Q. Do you occupy any position or office in the Nelly Don Loyalty League?

A. Yes.

Q. What position?

A. Secretary.

Q. How long have you been secretary?

A. Since February, 1938.

[fol. 1263] Q. Were there any books or minutes turned over to you by your predecessor secretary?

A. No, sir.

Q. Have you kept any minutes of any meetings of the Nelly Don Loyalty League?

A. We do not keep minutes.

Q. You don't keep any minutes at all?

A. No.

Q. Do you know whether any minutes were kept by your predecessor secretary?

A. Not to my knowledge.

[fol. 1264] MAY FIKE, the witness on the stand at the time of recess, resumed the stand and testified further as follows:

Direct Examination (continued).

Mr. Leary: Have you the last question, Mr. Reporter?

Trial Examiner Batten: The last question you asked was about the Nelly Don Loyalty League, the very first question about that.

By Mr. Leary:

Q. Were you ever a member of the Nelly Don Loyalty League?

A. I was.

Q. Did you become a member when the organization was first formed?

A. Yes, sir.

[fol. 1265] Q. Tell how it happened that you became a member of the Nelly Don Loyalty League?

A. From my first knowledge?

Q. Yes.

A. There was a slip of paper sent around, I don't remember what it read on that paper, informing us of something like that.

Q. Well, I show you what has been identified as I.L.G. W.U. Exhibit No. 2 and ask if that is the slip of paper you refer to.

A. Yes, sir.

Q. That was passed around where?

A. Through the sections.

Q. By whom?

A. I don't know who brought it there. It was started at one end of the tables and came down from girl to girl. I took it from the girl on my right.

Q. And when it came to you what were you asked to do with it? A. Read it and pass it on.

Q. Sign it?

A. I don't remember if we signed it that time. I think we did, though I know there was another slip passed around [fol. 1266] after this, or about the same time. They might have been both at the same time. I don't remember.

[fol. 1267] Q. I show you what has been marked for identification Board's exhibit No. 14 and ask you to state, if you know what that is.

A. That is the pledge we signed for the Loyalty League, to join the Loyalty League.

(Thereupon the pledge above referred to was marked for identification "Board's Exhibit No. 14.")

Mr. Lane: Mr. Examiner, has that been introduced as yet?

Trial Examiner Batten: It was just marked, Mr. Lane.

Mr. Lane: I object to any further interrogation on it, except for purposes of identification, until it is introduced and we have had a chance to look at it.

Mr. Leary: I will offer it at this time.

Mr. Lane: I object to exhibit No. 14 for the reason that it has not been properly identified. There has been no showing as to where it originated, how it originated, or who was responsible for getting it up, and for that reason it could be in no way binding here on anybody.

Trial Examiner Batten: It will be received.

[fol. 1268] Mr. Ingraham: Respondent makes the same objection, and the further objection that it is immaterial to any issue in this case.

Trial Examiner Batten: It is received.

(The pledge heretofore marked "Board's Exhibit No. 14," was thereupon received in evidence.)

Trial Examiner Batten: Have you another copy of that, Mr. Leary?

Mr. Leary: No. I will have a copy made.

By Mr. Leary:

Q. Did you sign this Board's exhibit No. 14 at about the time you also saw for the first time International's exhibit No. 2, which I just showed you?

A. I think they were all attached, but I am not quite sure about that.

Q. Where were you when you signed Board's exhibit No. 14, the little card?

A. At my machine.

Q. Did Board's exhibit No. 14 come to you in the same manner that International's exhibit No. 2 came to you?

A. Yes, sir.

Q. Did that happen during working hours?

A. Yes, sir.

Q. Do you know whether or not your instructor was present when those documents came through your section?

A. She was in the section, yes, sir.

[fol. 1269] Q. Do you know whether or not she said anything at the time?

A. She said we should sign and pass that to the next girl, if I remember right.

Mr. Ingraham: Mr. Examiner, I move the answer be stricken out as not binding on respondent, what the instructor said.

Trial Examiner Batten: Objection overruled. By overruling the objection I am not saying it is binding, but I am overruling the objection.

Mr. Stottle: We further object because it is not identified as to what instructor said that.

Trial Examiner Batten: She may proceed.

By Mr. Leary:

Q. Did you at that time know Mrs. Elizabeth Reeves, referring to February, 1935, when this Loyalty League was started?

A. Mrs. Reeves?

Q. Yes.

A. Yes, sir.

Q. Who was she?

A. I think she was production manager.

Q. About this time, in February, 1935, or thereabouts, did you have occasion to go to Mrs. Reeves' office with any other girls?

Mr. Lane: Mr. Examiner, intervener objects to this and all similar questions with respect to the formation of the Nelly Don Loyalty League for the reason that it was long [fol. 1270] prior to the formation of the Donnelly Garment Workers' Union. There is no connection between the two organizations, and this testimony could in no way be binding on the intervener here; and for the further reason it is anterior to the matters inquired about under the complaint here, and for that reason it is immaterial.

Trial Examiner Batten: You are not representing the Loyalty League, are you, Mr. Lane?

Mr. Lane: I am representing the intervener, and I make the objection on behalf of the intervener for the reason that what happened then does not in any way bind the intervener and does not prove any of the issues brought by this complaint.

Trial Examiner Batten: Of course, it is hard for me to tell now whether it does or doesn't. Objection overruled.

Mr. Ingraham: Respondent objects to the question for the reason that it relates to matters prior to the passage of the National Labor Relations Act.

Trial Examiner Batten: Objection overruled.

A. If I remember right, we were called up there to Mrs. Reeves' office, ten at a time.

Q. Who sent you to Mrs. Reeves' office?

A. The instructor.



Mr. Ingraham: Your Honor, may my objection go to all [fol. 1271] of these matters?

Trial Examiner Batten: Yes, you may have a continuing objection. Mr. Lane, do you wish to have the same?

Mr. Lane: I ask that I have an objection to all of these things.

By Mr. Leary:

Q. Was this during working hours? A. Yes, sir.

Q. Did you go to Mrs. Reeves' office? A. Yes, sir.

Q. With the ten other girls? A. Yes, sir.

Q. And when you got to Mrs. Reeves' office who was present?

A. Mrs. Reeves, and there was someone else in there but I don't remember who that was.

Q. In addition to the girls with you, is that correct?

A. Yes, sir.

Q. And what, if anything, did Mrs. Reeves talk about in that meeting?

A. I don't just remember what she did talk about; something concerning the loyalty of the girls. I don't just remember what it was.

[fol. 1272] Mr. Leary: Was there any discussion at that meeting about your unions?

Mr. Ingraham: Now, I object to the question. It is leading. The witness has answered she didn't know what was talked about.

Trial Examiner Batten: Well, of course, the witness said she didn't [recollection] just what it was. I presume under those circumstances you have a right to further question the witness, don't you?

Mr. Ingraham: I don't think counsel has got a right to suggest what the subject of the discussion was when he asked the question, and he is doing that.

A. It was something concerning that, but I don't remember—concerning the union, but I don't remember what it was.

. . . . .

[fol. 1273] Q. Mrs. Fike, do you remember whether or not you went to any meetings of the Loyalty League after it was formed in February, 1935?

A. Yes, I attended all the Loyalty League meetings they had while I was there.

Q. Where did those meetings used to be held?

A. Most of them on the second floor. It seems to me we might have had a few on the third, but I am not sure about that.

Q. And when would the meetings be held?

A. During working hours.

Q. How many persons would go to the meetings?

A. Well, the whole factory, as far as I know. They must have went.

Q. Who would send you, if anyone, to the meetings?

A. Our instructor.

Q. Would the power continue to run while you were at the meetings?

A. No, sir. The instructor would shut the power off before we left our machines; tell us to go to the second floor, or whichever floor it happened to be on.

Q. Do you know whether or not your instructors were in the Loyalty League? A. Yes, sir.

Q. Did they attend the meetings?

[fol. 1274] A. Yes, sir.

Q. Do you know whether or not any other officials or executives of the company were ever at any of the Loyalty League meetings that you attended? A. Yes, sir.

Q. Who were those persons?

A. Mrs. Reeves, sometimes Mrs. Nell Donnelly would be there, Reed. Well, I think most of them, but I don't just recall the names of all of them.

. . . . .

[fol. 1277] Q. Now, I direct your attention to March 18, 1937, and ask you if you attended any meetings on that day. A. March 18th?

Q. Yes. A. Yes, sir.

[fol. 1278] Q. Where was this meeting held?

A. On the second floor.

Q. How were you notified of the meeting?

A. The instructor told us about the meeting.

Q. Who was the instructor?

A. Pearl Atchison.

Q. What did the instructor say?

A. She said they were calling a meeting—had turned off the power and were calling a meeting on the second floor—for all of us to go to the second floor.

Q. Did all of the girls in your section go to the second floor? A. Yes, sir.

Q. And did you see the girls from the other sections going to the second floor, too? A. Yes, sir.

. . . . .

Mr. Leary: Is that the same way in which you were sent to the Loyalty League meetings?

[fol. 1279] A. Yes, sir.

Mr. Lane: That is objected to as assuming she was sent to the Loyalty League meetings.

Trial Examiner Batten: She just testified she was.

By Mr. Leary:

Q. What is your recollection, Mrs. Fike, as to the time of day when this meeting was held on March 18?

A. It was during the afternoon, I think some time between 2 and 3 o'clock.

Q. And at this meeting do you know who presided?

A. It seems to me it was Rose Todd.

Q. Do you know whether any supervisors were present at this March 18 meeting?

Trial Examiner Batten: Well now, Mr. Leary, I think you had better ask her if any of these people were there. You asked about supervisors; her idea of supervisors may be different from mine or yours.

By Mr. Leary:

Q. Was Mrs. Hyde there? A. Yes, she was.

Q. Was Mrs. Gray there? A. Yes.

Q. Was Mrs. Reeves there? A. Yes, sir.

Q. Do you remember whether or not Mr. Baty was there?

A. Yes, sir, I think he was.

. . . . .

[fol. 1280] Q. Will you state, Mrs. Fike, what was the first thing that happened at that meeting?

A. I think Rose Todd presided at that meeting and—

Q. (Interrupting) Did somebody introduce Miss Todd?

A. I don't remember. I don't believe they did.

Q. What, if anything, did Miss Rose Todd say that you remember now?

A. She said they had received a letter from the International Ladies' Garment Workers' Union that they were going to read at the meeting. I don't just remember what her conversation was.

Q. What about this letter? Do you know whether or not it was read? A. Yes, sir.

Q. What is your recollection as to who read the letter?

A. Mrs. Reed read the letter. She introduced Mrs. Reed, and she read the letter. She cried over the letter, and was grateful for the loyalty of the girls for standing by her in this—I don't know what you call it, trouble, I suppose.

Q. Do you remember what, if anything, else Mrs. Reed said?

[fol. 1281] A. She said they were not going to have any union in their shop, that she was capable of running her own business and when she wasn't capable of running her own business she would go out of business, that Drbinsky or any other "ski" wasn't going to tell her how to run her business.

Q. Go on with anything else you remember Mrs. Reed saying.

A. I don't just remember all of her conversation.

. . . . .

[fol. 1287] Q. Mrs. Fike, do you remember signing a document known as a Loyalty petition on March 2, 1937, which read as follows:

"We, the undersigners, as members of the Donnelly Garment Company, wish to make it known we are positively happy and contented with the positions which we hold with this organization, and refuse to acknowledge any union labor organization. We are thankful for the real humanitarian interest extended by our employer, Mrs. Reed?"

A. Yes, sir, I signed one of them.

[fol. 1288] Q. Is that what was commonly referred to as the "Loyalty petition"? A. Yes, sir.

Q. Will you tell the circumstances under which you signed that petition?

A. Well, it was brought into the section—it started up at the other end. I don't know who brought that, because I was working and didn't see, but it came down the row of machines and each girl read it and signed it.

Q. Did you sign it? A. Yes, sir.

Q. Do you know whether your instructor was present?

A. Yes, sir.

Q. Now, Mrs. Fike, do you know whether or not the instructor can see any papers that pass down the table which the girls read and sign?

A. There is never no papers come into that section that she don't know about it before the girls get them, and—

Mr. Lane: I move to strike the answer as not responsive.

Trial Examiner Batten: Let her finish.

Mr. Lane: I thought she had finished.

Trial Examiner Batten: She was saying something else there.

Trial Examiner Batten: What were you saying?



A. She is notified of what comes into that section before the girls get it. Sometimes she personally brings it to us. At that time it was started up at the other end of the machine.

Mr. Lane (Interrupting): Just a moment. If the witness has now finished her answer, I move that it be stricken for the reason that it is not responsive.

Trial Examiner Batten: It may stand.

Mr. Ingraham: Respondent makes the same objection.

Trial Examiner Batten: Objection overruled.

Mr. Lane: I object to it further for the reason that it calls for a conclusion on the part of the witness.

Trial Examiner Batten: Objection overruled.

By Mr. Leary:

Q. Can the instructor watch what is passing down the table? A. Yes, sir.

Q. Was this "Loyalty petition" passed down the table during the working hours? A. Yes, sir.

Q. Do you know whether or not Mrs. Reed, Nellie Don Reed, ever said anything about the "Loyalty petition," when you were present?

A. She said at that March 18 meeting that she was thankful for the girls' loyalty to her.

Trial Examiner Batten: Mrs. Fike, speak louder, please.

A. She said at that March 18 meeting she was thankful [fol. 1290] for the girls' loyalty to her, and that it touched her deeply to think they were all so loyal to her.

By Mr. Leary:

Q. Now, Mrs. Fike, do you know whether there are any rules of conduct that the girls must follow when they are working in the sections? A. Yes, sir.

Q. What are some of the rules that you recall?

Trial Examiner Batten: Just a minute. Are they public rules, or posted rules, or what kind of rules?

A. The instructor gives you those orders when you first go to work there.

Trial Examiner Batten: Tell what orders she gives you.

Mr. Lane: May I inquire, what time is being spoken of?

By Trial Examiner Batten:

Q. Are you referring to the time you went to work there? A. At all times.

Q. Tell us what rules you are talking about.

A. That we should wear white uniforms, leave our machines once in the morning and once in the afternoon—

By Mr. Leary:

Q. For how long a period each time?

A. For 5 minutes—and that our uniforms should always be clean, changed at least twice a week, and oftener if they became soiled before, and that there was to be no talking during working hours. That is about all I remember.

[fol. 1291] Q. When was it, Mrs. Fike, that you became a member of the International Ladies' Garment Workers' Union? A. March 15, 1937.

Q. On April 23, 1937, did you work at the plant?

A. Yes, sir.

Q. Did you see your sister, Fern Sigler, outside or in the corridors of the plant that morning before you began work?

A. I seen her before she went into the building.

[fol. 1292] Q. At what time were you supposed to go to work that morning? A. 8 o'clock.

Q. What time would you say it was that you talked to your sister, Fern Sigler?

A. Between 7:30 and a quarter of 8.

Q. Do you know whether at that time Fern Sigler was wearing a union button? A. Yes, sir.

Q. Was that an International Ladies' Garment Workers' Union button? A. Yes, sir.

Q. Had you ever known of anyone at the plant of Donnelly Garment Company wearing such a button before?

A. No, sir.

Q. What, if anything, did Fern Sigler say to you about the union button?

Mr. Ingraham: I object to that as hearsay.

Trial Examiner Batten: You may answer.

A. She told me that she had on her pin that morning and that she was going to wear it into the shop, and I told her she had better not or she would lose her job.

[fol. 1293] She said, well, she was going to wear it anyway. And I said, "Well, I will lose mine too." And she said, well, she didn't think I would—I don't remember her exact words, but something to that effect.

She told me to go on up and not stay with her at all, so I went upstairs. Her locker wasn't in the same place mine was. That is the last I talked to her until the evening of the 23d.

Mr. Ingraham: I move that the answer be stricken out—I object to the part of the answer that relates to what Fern Sigler said; and I move that the balance of the answer be stricken out as self-serving.

Mr. Lane: Intervener makes the same objection and the same motion to strike.

Trial Examiner Batten: Objection overruled—

Mr. Leary (Interrupting): Now, I submit this is outside of the scope of the intervenor's interest.

Trial Examiner Batten: Just a minute.

(Continuing)—and the motion to strike is denied.

Mr. Leary: Whose motion to strike is denied?

Trial Examiner Batten: Mr. Ingraham's motion to strike.

[fol. 1294] Q. Was Fern Sigler on the sixth floor in her white uniform, and so forth, when you arrived there?

A. No, sir. She came in after I went in.

Q. About how long after your arrival on the sixth floor [fol. 1295] did Fern Sigler arrive there?

A. Oh, just a minute or two. It wasn't long.

Q. Did you see Fern Sigler when she went to her machine? A. Yes, sir.

Q. Now, after the power was turned on, will you tell what happened?

A. They turned on the power at 8 o'clock. We went to work, and I heard a commotion and turned to look.

Q. How long after you started to work did you hear this commotion?

A. Oh, about 10 or 15 or 20 minutes. I don't know the exact time.

Q. And had the power been turned on in Fern Sigler's section at the same time, if you know?

A. Yes, sir. She was working.

Q. When you heard this commotion and turned, what did you see?

A. A group of girls coming into the hall, or into the building from the hall, and went up to her machine, back of her—

[fol. 1296] Q. (Interrupting) To whose machine? Fern's machine?

A. Fern's machine, back of her, and across the table and around the end. They were singing songs and yelling and throwing slurs.

Mr. Ingraham: I object to the answer "throwing slurs." Let the witness state what was said.

Trial Examiner Batten: Just tell us, Mrs. Fike, what there was said.

A. I don't remember what was said then about that.

Trial Examiner Batten: What do you mean by "slurs"? You must have heard something. How could you describe it?

A. Well, anybody that didn't have any more sense than to join the International Ladies' Garment Workers' wasn't decent, or was indecent; something to that effect.

Mr. Ingraham: Now, I move that the answer be stricken out for the reason the witness hasn't named the persons that made such remarks.

By Trial Examiner Batten:

Q. Do you recall who made those remarks?

A. No, I don't recall.

Q. How many people were coming in there? How large a crowd?

A. Oh, about 25 or 30. I don't know exactly how many. There was a bunch of them. They were all yelling.

Q. You mean, coming right in through the door and right into this section you worked in?

[fol. 1297] A. Yes, sir,—

By Mr. Leary:

Q. (Interrupting) Just a moment; were you working in this section, or was it Fern Sigler's section they were coming to?

A. They went by the end of our section over to her machine. They had to pass our section to get to her's.

Q. They went directly to Fern Sigler's section; is that it? A. Yes, sir.



Mr. Lane: Mr. Examiner, the intervener makes the same motion to strike as made by the respondent for the reason that the persons alleged to be making such remarks are not identified.

[fol. 1298] Trial Examiner Batten: I will deny the motion to strike, but you clearly have the right to make it upon the statement of the Board's counsel.

By Mr. Leary:

Q. Now, in this first group, and I wish you would restrict yourself to the first group of girls that came down there, Mrs. Fike,—is it your testimony, there were how many in it? A. About 25 or 30.

Q. And did those girls come from other sections on the sixth floor, or did they come from some other sections on other floors?

A. Part of them were from the sections on the sixth [fol. 1299] floor and part of them came from outside.

Q. Did they all have their white uniforms on?

A. Yes, sir.

By Trial Examiner Batten:

Q. Now, Mrs. Fike, you say part from other floors?

A. Yes, sir.

Q. Now, how do you know they were from other floors?

A. Because I knew all the girls that were on our floor, and there was girls among them that I knew to be on other floors.

Mr. Lane: I make the same objection and move to strike the latter portion of the answer as to what they told her, for the reason that no person making such a statement has been identified.

Mr. Ingraham: Respondent makes the same objection, and the further objection that it is hearsay testimony.

[fol. 1302] By Mr. Leary:

Q. Were there any instructors present when this first group of girls came to Fern Sigler's machine?

A. Yes, sir.

Q. Now, who were the instructors that you know and saw as being present?

A. In her section?

Q. Well, in her section and your section.

A. Pearl Collins.

Q. Was she an instructor in Fern Sigler's section?

A. Yes, sir.

Q. Who was the instructor in your section?

A. Pearl Atchison.

Q. Where was Pearl Collins when this demonstration was happening?

A. Up at the east end of the table, the other end from where Fern was.

Q. But in the same section?

[fol. 1303] A. Yes, sir.

Q. Where was Pearl Atchison when this demonstration took place?

A. She was at the east end of our section, between the two tables.

Q. How far away would you say Pearl Collins was from the demonstration or from the place where Fern Sigler was sitting?

A. Pearl Collins?

Q. Yes.

A. Well, I couldn't judge exactly. It was lacking one machine of being the full length of that table, whatever the length of the table was. I suppose it would be, oh, maybe a hundred-foot table. It had ten machines; the length of ten machines, and they were either 27 or 30 inches apart; those machines were. There was ten of them.

By Trial Examiner Batten:

Q. Mrs. Fike, when this crowd came in, how many were there crowded around Fern Sigler?

A. About 25 or 30 in the whole crowd.

Q. And were they all around her there as she sat at the table?

A. Yes, sir.

Q. And were there more than one talking?

[fol. 1304] A. They were all hollering and talking. That is the reason—

Q. (Interrupting) I mean, everybody was yelling, hollering and talking?

A. Yes, sir. That is why I couldn't judge just who said what, because our instructor told us to go on about our work, and I couldn't just set and look over there all the time, but I was looking, and they was all hollering and I couldn't tell which one. I heard a lot of remarks, but I couldn't tell which one said which, because I was about 10 or 15 foot from where she was at.

Q. Well, do you recall the names of any of this first group that was around her?

A. Well, Ethel Carpenter was down there, and if I remember right, she worked on eight, and I know she was in that bunch, but I don't just remember. There was one girl by the name of Sprofera.

By Mr. Leary:

Q. Was that Mary Sprofera?

A. Yes.

[fol. 1305] Q. Where did she work?

A. I believe she was out in the finishing department on that floor, but I don't remember just where she worked.

By Trial Examiner Batten:

Q. Now, will you just tell me what you remember; first, just what was done when this group came up to Fern Sigler's chair there?

A. They all hollered, "Get up and go home. We don't want you in here." And they said she had on—that is what they hollered, that she had on both her Loyalty League pin and her union pin. Of course I never seen the Loyalty League pin and I don't know—

Q. (Interrupting) Just tell me what happened, Mrs. Fike.

A. And they started singing songs, part of them was the Loyalty League songs, which I don't remember now,

and telling her they didn't want her there, and that she couldn't wear a union pin in there.

Q. Now, can you identify any of the individuals that you heard say any of those things, Mrs. Fike?

A. Well, of course they were all hollering. I couldn't describe now which ones did say which.

Trial Examiner Batten: That is all.

Mr. Lane: Intervener renews the motion to strike this testimony for the reason that the persons alleged to have made such remarks have not been identified.

Trial Examiner Batten: The motion is denied.

[fol. 1306] Mr. Ingraham: Respondent makes the same motion.

Trial Examiner Batten: The motion is denied.

By Mr. Leary:

Q. Do you remember, Miss Fike, what songs these girls were singing?

A. Well, they were the Loyalty League songs, but I don't remember what those songs were.

Q. How many songs did the Loyalty League have, do you know?

A. Oh, two or three—maybe more. I don't just remember how many they had.

Q. Have you told the Examiner all of the things that you heard said to Fern Sigler by this crowd of girls?

A. They told her she couldn't belong to the International Union and work in their shop.

Mr. Lane: Intervener makes the same objection that has been heretofore made.

Trial Examiner Batten: The objection heretofore made?

Mr. Lane: To this same line of testimony. I made an objection to the nature of it, and I am renewing it now.

Trial Examiner Batten: Objection overruled.

Mr. Lane: In order not to burden the record, may I have a continuing objection?

[fol. 1307] Trial Examiner Batten: You mean as to this incident of April 23?

Mr. Lane: Yes, sir.

Mr. Ingraham: Respondent moves to strike the answer out for the reason that it calls for hearsay testimony; and for the further reason that anything the employees said is not binding on the respondent.

Trial Examiner Batten: Motion denied.

Mr. Ingraham: And, your Honor, may I have a continuing objection to this incident?

Trial Examiner Batten: Yes, to this incident.

By Mr. Leary:

Q. Mrs. Fike, do you know whose duty it was to send these girls back to their machines?

A. The instructor, if she could do it.

Q. Do you know whether or not either of the instructors who you testified did see the demonstration, namely, Pearl Collins and Pearl Atchison, did attempt to send them back?

A. No, sir, they didn't.

Q. How long did this first demonstration continue?

A. Well, about 10 or 15 minutes. I don't remember the time.

Q. And while this first demonstration was going on did any of the girls in Fern Sigler's section continue to work?

A. No, I don't think they worked, but they wasn't in that crowd.

[fol. 1308]—Q. And then finally did this group of girls leave Fern Sigler's section?

A. Yes, sir, they left.



Q. Then, how long a time passed before any other group of girls came in?

A. I should judge about 10 minutes; maybe a little more.

Q. How many girls were in the second group?

A. About 40 or 50.

Q. Do you know where those girls came from?

A. No. They were from different floors, that is, from what I was on. Of course some of the girls on our floor got up and came into the bunch when they came back; that is, from the finishers and pressers, but most of them were from off that floor.

Q. When you say "off that floor" you mean from floors other than the sixth floor?

A. Yes, sir.

Q. How many groups of girls came to Fern Sigler's section that morning?

A. How many different groups?

Q. Yes.

A. Three.

Q. What time was it that the demonstrations finally stopped?

A. Somewhere after 10 o'clock—between 10 and 10:30, I don't remember just what time.

[fol. 1309] Q. Were the instructors present when the second and third demonstrations took place?

A. Yes, sir.

Q. Do you know whether or not the instructors made any effort to stop the second or third demonstration?

A. No, sir, they didn't.

Mr. Lane: I move to strike that out as a conclusion. She may state what she observed but not the conclusion that they made no effort.

Trial Examiner Batten: It may stand as it is.

By Mr. Leary:

Q. Will you state what was said and done by this second group of girls when they came to Fern Sigler's section?

A. Well, about the same thing as the first ones said and did, only of course they made more noise because it was a larger crowd. And they pushed her chair up under the machine.

Q. Could Fern Sigler work when her chair was pushed up under her machine?

A. No, sir. They held her so tight up against the machine she couldn't move.

Q. Do you know how many girls were in the third group that came to Fern Sigler's section?

A. Not exactly, but they were a larger crowd than any one of the other two. They filled both aisles around the end, and they couldn't all of them get around past the end of our section.

[fol. 1310] Q. So that some of them had to remain in your section?

A. At the end of our section, yes, sir.

Q. Did the second and third groups likewise point right at Fern Sigler's machine and surround it?

A. Yes, sir. The first group took her Loyalty League pin away from her, the first group that came up there.

Q. Tell us what was said and done about taking the Loyalty pin away from her.

A. They told her they wanted her pin, and she told them they could have it if they would give her the 35 cents she had paid for it, and Ethel Carpenter gave her the 35 cents for the pin.

Q. How did she give it to her; was it wrapped up at all?

A. It was wrapped up in a piece of toilet paper.

Q. Did you hear any threats made to Fern Sigler?

A. The last bunch that came in there threatened to throw her out of the window. They said they didn't want her in there, and kept hollering at her to go home, that she couldn't work with them and belong to that union—to our union—the International Ladies' Garment Workers' Union, and kept suggesting they throw her out of the window.

Mr. Ingraham: I move that the answer be stricken out for the reason that it calls for hearsay testimony, not binding on the respondent; and for the further reason, the witness has not identified a single individual in this

[fol. 1311] third group, and has not identified anyone as making the remarks she has just stated.

Trial Examiner Batten: I will deny it as to the second reason. As to the third reason, the matter of identification, Mr. Leary, I think you should further identify this group.

. . . . .

By Mr. Leary:

Q. Are you able to name any persons in the third group?

A. Ethel Carpenter was in all of them, and Mary Sprofera—I don't remember the names of all of them. I really knew more than that, but I don't remember the names of all of them. There was—I can't think of her [fol. 1312] first name, her last name is Hayward—

Q. Do you know where this person named Hayward worked?

A. I believe she either worked on the seventh or eighth floor, I don't remember which.

Q. Was she an operator?

A. Yes, sir.

Q. Can you name any other persons who were in any of the groups?

A. I don't believe I remember the names of them.

Trial Examiner Batten: The third objection, Mr. Ingraham, is overruled.

. . . . .

By Trial Examiner Batten:

Q. Can you identify any of the people in the third group who said any particular thing, Mrs. Fike?

[fol. 1313] A. Well, Ethel Carpenter and May Sprofera told her they didn't want her in there. I am not sure about who said "Throw her out the window." I think that was Mary Sprofera, but I am not sure about it.

Mr. Shepard: I ask that her answer about throwing the girl out the window be stricken out for the reason that she is not sure who said it.

Trial Examiner Batten: Motion denied.

. . . . .

Q. Did you see any persons, men in particular, standing around the sixth floor when these three demonstrations took place?

A. Mr. Baty, if I remember right, was standing at the west end of one of our tables watching it.

Q. That is, in your section?

A. At the end of one of the tables in our section.

Q. Did you see Mr. Baty do anything?

A. No, sir.

Q. When the demonstrations concluded, some time between 10 and 10:30, as you have testified, do you know what happened to Fern Sigler?

A. I think it was Mr. Baty—there was someone else too, but I don't remember who, took her to the office.

Q. Do you remember whether Rose Todd was present?

. . . . .

[fol. 1317] Q. Did any of the girls that you remember in Fern Sigler's section continue working during these three demonstrations?

[fol. 1318] A. No, sir, I don't believe they did.

Q. How long a time separated all of the demonstrations?

A. Between demonstrations?

Q. Yes.

A. About 10 or 15 minutes.

Q. After the demonstrations were over, did you go back to work?

A. Well, we was supposed to be working the whole time, but we couldn't work with all that uproar.

. . . . .

By Mr. Léary:

Q. Well, had you been doing any work while the demonstrations were going on?

A. Trying to. We worked a little.

Q. Then the—then did things go back to normal and you continued to work all the time after the demonstrations ended?

A. Yes, sir.

Q. Did you hear your instructor say anything to you after you went back to work?

A. Yes. She asked me if I didn't know Fern belonged to the union.

Q. Well, when was it that she asked you this?

A. During the demonstration, and I told her no, I didn't, and she kept insisting that I did know it, and I—she said, "Well, do you belong", and I said "No, I don't [fol. 1319] belong." And she said, "Now, May, you don't aim to tell us that your own sister, that you didn't know she belonged to the union," and I said, "No, I didn't", and she said, "Well, you know that this will cause you to lose your job", and I said—

Mr. Ingraham (interrupting): Now, just a minute. Your Honor, is my objection standing that it is hearsay and not binding?

Trial Examiner Batten: Well, I understood both Mr. Lane and Mr. Ingraham had a continuing objection to the incident of April 23, 1937.

Mr. Ingraham: That is all—this, yes.

Trial Examiner Batten: I mean, concerning all of this incident.

By Mr. Leary:

Q. Now, go on with what your instructor, Pearl Atchison, was saying to you.

A. She said "You know this will make you lose your job, don't you?" and I said "Well, it shouldn't." I said "She is three times seven; what she does is no concern of mine." And she said "Well, it would." And I said "Well, I couldn't help that, it wasn't my fault", and she still kept insisting that I belonged to the union, and that I knew Fern did, and I finally told her—of course, after the demonstration, after the demonstration was over, she came to me again and was talking about it, and she kept insisting that I belonged, and I finally told her I did.

Q. Did the other girls in your section say anything to you in Pearl Atchison's presence during that day?

A. Yes.

Q. Who were the other girls who talked to you?



A. I don't remember what Gladys's last name was, the girl that sit on my right of me, said she felt sorry for me. She said that "You know, May, you will lose your job", and I said "Yes, I suppose I would." And she said "It was a shame that Fern would do a thing like that to me", and she said that if she had been a sister like she ought to have been she wouldn't have done that at all because it would cause me to lose my job, too, and Pearl Atchison said it was a shame, after I had been there these many years that Fern would do a thing like that to me, and Violet Sneed said that if it had been her sister—if her sister would do her that way that she would beat hell out of her.

Mr. Shepard: If your Honor please, I object to all of this as being absolutely irrelevant and immaterial, doesn't tend to prove anything in the case as to what these other operators have told her what they would do if Fern Sigler were her sister.

Trial Examiner Batten: Well, you may proceed. I think we should have the whole story about these instances, irrespective of who said it.

[fol. 1321] By Mr. Leary:

Q. Pearl Atchison was present when all of this was being said, wasn't she?

A. Yes, sir.

. . . . .

[fol. 1322] Q. Well, did Mrs. Atchison have a desk in your section, or a small table, where she worked?

A. Yes, sir.

Q. Did she sit at this small table while she was making these various statements to you during the day?

A. No, sir.

Q. Where was she when she made the statements?

A. At my machine before noon.

Q. And when these other girls that you have testified about as having talked to you during the day were talking to you, was Mrs. Atchison at your machine?

A. During the day?

Q. Yes.

A. Yes, sir.

Q. And how far away from Mrs. Atchison's table was your machine?

A. About 8 or 10 foot.

Q. How many girls sat between you and Mrs. Atchison?

A. Two.

Q. Do you know whether Fern Sigler returned to her [fol. 1323] machine that day after she went to the office with Mr. Baty?

A. No, sir, she didn't.

Q. Did she up until April 30, 1937, ever return to work there?

A. No, sir.

Q. Did you continue to work the remainder of the day, April 23d?

A. Yes, sir.

Q. Did you work the next day?

A. I believe that was Saturday morning. I did work the next day. I remember going to work, but I think that was Saturday morning.

By Mr. Leary:

Q. Now, I show you a calendar for the year 1937 and ask you to state whether or not the 23d of April wasn't on a Friday.

A. Yes, sir. I know it was now.

Q. And were you working regularly on Saturdays during that period of time?

A. Not regularly.

Q. You might have worked on the 24th of April, is that it?

A. I did work the 24th.

Q. Did you return to work on April 26th?

A. Yes, sir.

[fol. 1324] Q. The following Monday?

A. Yes, sir.

Q. Was that month of April during the busy season or the slack season, Mrs. Fike?

A. Well, work was a little slack, not very much, though.

Q. And when—do you know what the practice was in the section where you worked when work was slack, as to laying off girls, and so forth?

A. Each girl would take a half a day or maybe a couple of them at a time would take a half a day or a day off, and they took turns about, about taking their days so some one wouldn't lose any more time than the other.

Q. Who was it, now, who told the various girls to take their proportionate time off?

A. Pearl Atchison, the instructor.

[fol. 1325] Q. Then when you went to work on April 26th, what time did you start?

A. What time did I start to work?

Q. Yes.

A. 8 o'clock.

Q. How long did you continue to work?

A. 2 hours, or about that.

Q. Were you running your machine during these 2 hours?

A. Yes, sir.

Q. What, if anything, happened after about 2 hours' work?

A. I worked the 2 hours and Pearl Atchison came to me and told me that there wasn't work enough for all the girls, and I would have to go home. I asked her why I should go home, I had taken my time off already, that I didn't see why I should go home when the rest of them was working, and she said, well, she said "That is what—that is the orders from the office."

Q. And what, if anything, did you say?

A. I asked her if I was being laid off on account of Fern and she said no, she didn't think so. So I—

Q. (Interrupting) That is Mrs. Atchison you are talking about now?

A. Yes, sir.

Q. What did you do after you had had your conversation [fol. 1326] with Mrs. Atchison?

A. I went up to the employment office to Mrs. Hyde and asked her why I was being sent home, and she told me on account of no work, and I said "Well, I feel like you are sending me on account of this episode of Fern's."

Q. What else did you say to her?

A. And I said "Well, it wasn't my fault because Fern did what she did," that I didn't know why I should be sent

home on account of her, and she wouldn't admit that that is why they was sending me home.

Q. Well, what finally was said between you and Mrs. Hyde?

A. I asked her when I was to come back, and she told me to call in the next morning; that would be Tuesday, the 27th.

Q. Was anything said when you were sent home on the 26th of April about the character of the work you were doing, as to whether it was good or bad?

A. No, sir.

[fol. 1329] Q. Did you call Mrs. Hyde on the next day, April 27?

A. The next morning, I went to the union office first, and then I called up the shop afterwards and she told me there was no work.

Q. What time did you call the shop?

A. Oh, no. I am mistaken. Excuse me. My answer is that wasn't right. Let me change it.

Q. All right. Did you talk to Mrs. Hyde the next day?

A. Yes, sir.

Q. What time was it that you talked to her?

A. About 10 o'clock.

Q. Was it over the telephone?

A. Yes, sir.

Q. What did you say to Mrs. Hyde, or was it she personally that you talked to?

A. Yes, sir. I told her who I was, and she said, "We have been trying to get you all morning. We want you to come in to work right away." Now, that is April 27 you are talking about, isn't it?

Q. Yes, sir.

A. And I said, "All right, but I am downtown. I will have to go home first." So I went home.

I didn't work any in the morning, because the lunch hour was on when I got in. I believe it was about 12 when I went to work.

[fol. 1330] Q. Did you continue to work the rest of that day, April 27, and the following days in that week?

A. Yes, sir.

[fol. 1337] By Mr. Leary:

Q. I believe you testified you were called back to work on the morning of April 27, is that correct?

A. Yes, sir.

Q. Did you go to work in your regular section after the lunch hour on that day?

A. Yes, sir.

Q. What time was it that your lunch hour ended and you began working?

A. I believe it was 12 o'clock.

Q. That was, the lunch hour ended?

A. Or 12:15. I think it was 12:15.

Q. That is when your lunch hour was over?

A. Yes, sir.

Q. And you began working again?

A. Yes, sir.

[fol. 1338] Q. How long were you supposed to work that day?

A. To 4:30.

Q. Did your instructor say anything to you and the other girls in your section during that afternoon?

A. Yes. Pearl Atchison said it was a shame that as good an operator as Fern was, she should do a thing like that. She said she was the fastest and best operator in Pearl Collins' section.

Q. Did you attend any meeting that afternoon?

A. Yes, sir.

Trial Examiner Batten: What date was that?

Mr. Leary: April 27.

By Mr. Leary:

Q. How were you notified of the meeting?



A. At 2 or 2:30 the power was turned off and we were all told to go to the second floor.

Q. Who told you that?

A. Our instructor.

Q. What did the instructor say?

A. She sent everybody to the second floor. She said there was going to be a meeting and everybody should stay in a body so we could get back to work together, or something like that.

Q. Did you have your white uniform on at the time she [fol. 1339] shut the power off?

A. Yes, sir.

Q. Did you wear your white uniforms to the meeting on the second floor?

A. Yes, sir.

Q. Did you stay in a group with your instructor, Pearl Atchison, when you went to the second floor?

A. Yes, sir.

Q. Did you consider that second floor company property?

A. Yes, sir.

Mr. Lane: That is objected to as calling for a conclusion on the part of the witness.

Trial Examiner Batten: Well, I think, Mr. Leary, it certainly calls for a conclusion. If you want to let it stand, however, as it is, I will overrule the objection.

Mr. Ingraham: Respondent moves that all statements as to what Pearl Atchison said be stricken out as not binding on respondent.

Trial Examiner Batten: Denied. I think the objection goes primarily to the weight that can be given such testimony.

By Mr. Leary:

Q. Did you go to this meeting on the second floor as soon as the power was shut off and your instructor made this statement to you and the remainder of the girls in your section?

A. Yes, sir.

. . . . .

[fol. 1340] Q. Did you see the girls in the other sections on your floor leave their machines and proceed, in a manner similar to the girls in your section, to the second floor?

A. I saw them all going to the elevator. We went down on the elevator to the second floor.

Q. Did you see girls coming from all of the other floors of the building to the second floor?

A. After I got on the second floor you could see them; there was some there, and there was some coming in.

Q. And when you were on the second floor do you know how many girls eventually came into the auditorium or hall?

A. All of them, as far as I know.

Q. As far as you know, was the plant completely shut down? A. Yes, sir.

Q. Were you present during the entire time of this meeting?

A. Yes, sir.

Q. About how long would you say it lasted?

A. Well, I didn't work any more that afternoon. I don't remember just how long it lasted but I never went back to work any more that afternoon.

Q. Did you go back to your section with your instructor at the conclusion of the meeting?

[fol. 1341] A. Yes, sir, to put our machines and working materials away.

Q. When you left to go to the meeting did you put any of your machinery away or clean it up, or put your materials away? A. No, sir.

Q. Did you fully expect at that time to return to work that afternoon? A. Yes, sir.

Q. What is your best judgment as to the length of time this meeting occupied?

A. Well, I don't know just what time it was when we went. It was around 2 or 2:30, and it was around 4:30 or 5 before we left the second floor after the meeting.

Q. Now, I show you, Mrs. Fike, what have been identified as Board's exhibits Nos. 8-1 to 8-11, inclusive, which purport to be notes on a meeting held April 27, 1937, and ask you to read those notes or minutes and, at the conclusion of your reading them will you state to the Examiner

whether the things related in those minutes actually happened, to the best of your recollection.

Mr. Ingraham: Now, Your Honor, I submit that is highly improper procedure for an examination. He can ask this witness what took place at this meeting, or what she heard, but to hand her minutes and have her read the minutes and refresh her memory or put some ideas into her head, and then have her answer the question Yes or No about the minutes I say is improper.

Mr. Shepard: Further, Your Honor, there has been no showing that the witness' memory needs to be refreshed. She says she attended that meeting. She should be questioned from her memory of that meeting.

Trial Examiner Batten: I wouldn't say it is an improper way to proceed. I would say there are more satisfactory ways, and one is to have this witness testify, first, as to what transpired at this meeting from her recollection.

[fol. 1343] Mr. Lane: Intervener desires to object on the ground it is an illegal and improper method of examination.

[fol. 1344] Trial Examiner Batten: Well, now, as I stated, if Mr. Leary wants to proceed this way, you may go ahead and read it and answer the question.

Mr. Leary: Now, I will withdraw the question.

Mr. Leary: Who presided at that meeting, Mrs. Fike?  
A. Rose Todd.

Mr. Tyler: I would like to ask if the witness has finished reading the minutes.

The Witness: I haven't finished looking through them.

[fol. 1345] Mr. Tyler: I objected, that the record will show that Mr. Leary has handed the witness what purports to be, and I presume is, copies of the minutes of the first meeting, and asked her to read it, and then tell him whether that expresses what happened, and then after waiting long

enough for her to almost read all of them, he then withdraws the question and presents another question as to what happened. Now, that destroys the possibility of ruling on whether it is a proper method of examination [fol. 1346] to ask her to read the minutes first, and then ask her what happened.

Trial Examiner Batten: Well, Mr. Tyler, I have already ruled that as far as the Examiner is concerned, Mr. Leary's question was proper. I said it was not improper and I overruled the objection and permitted him to proceed in that manner if he wanted to, and he chose to withdraw the question, which he has a perfect right to do.

[fol. 1347] By Mr. Leary:

Q. Who was it who presided at that meeting, Mrs. Fike?

A. Rose Todd.

Q. Was she president of the Loyalty League at the time? A. Yes, sir.

[fol. 1348] Q. What, if anything, did Rose Todd say in opening the meeting, that you remember now? I don't want her exact words. I want the substance of what she said, Mrs. Fike.

A. She said that it had come to a point where the Loyalty League was not sufficient to protect the Donnelly Garment Workers, and that they would have to form a union of their own, and that they had retained a lawyer or two of them—Mr. Tyler, and I believe the other one was Mr. Gossett—or something like that, and they had retained them to form this union and that some of the girls would wonder why the Loyalty League wasn't sufficient. She explained that it wouldn't be sufficient, that they would have to have an organized union in their shop to keep out this International.

[fol. 1349] Q. Did she say what the name of the union would be?

A. Yes, she said that they had decided on a name, the Donnelly Garment Workers' Union, and that as bad as they hated the name "union", they would have to add that to their organization in order to make it a legal union, and

then, I don't remember all her conversation. That wasn't all of it. But she introduced Mr. Tyler and he got up and spoke about it. I don't remember what his conversation was—and he had the by-laws.

Q. What by-laws do you refer to?

A. The by-laws that had been made for our union organization, our new—

Q. (Interrupting) That had been made for you by Mr. Tyler, you mean? A. Yes, sir.

. . . . .

[fol. 1351] Q. Do you remember whether any votes were taken at this meeting?

A. Yes, sir, there were.

Q. Well, what was the first thing that you now remember that you voted upon?

A. Well, it wasn't exactly a vote. We passed out cards for the employees to sign to join this union.

Q. Who passed out the cards?

A. The machinists. The cards were given to the machinists.

Q. Was anything said by anyone on the rostrum as to the reason the cards were being passed out and what to do with them, and so forth?

A. Yes, sir. Miss Todd said these cards were being passed out for the employees to sign for, in order to form their union, and that they were not to be signed until Mr. Tyler had made his speech.

Q. Are these the cards that you saw passed out, namely, Board's Exhibit 3?

A. Yes, sir.

Q. Was one of those cards given to you?

A. Yes, sir.

Q. By whom was it given to you?

[fol. 1352] A. One of the machinists. I don't remember who.

Q. And after he gave it to you, did you sign it?

A. Yes, sir.

Q. And then what did you do with it?

A. One of the girls sitting beside of me reached over and took the card and started picking up the cards in that row of seats, and Miss Todd told her to give them back and let us hold them until Mr. Tyler was through,



and then she would have the machinists personally pick them cards up.

Q. Did she go on to explain why she wanted to follow that system of picking them up personally from each of the girls?

A. She wanted him to read the by-laws before the cards were picked up.

Q. Did Miss Todd say definitely why she wanted each individual to hold onto her particular card until the machinists or one of them could pick up the cards from that person?

A. I don't remember.

Q. Did the machinists later on in the meeting pick up the individual cards from each of the girls?

A. Yes, sir.

Q. Do you know whether everybody in the hall signed the card at that time?

A. They were all picked up but two.

Trial Examiner Batten: Well, now, you mean does she know, personally whether everybody in the hall signed a card, Mr. Leary?

[fol. 1353] Mr. Leary: Well, when I say signed the card, I mean returned the card to the officers of the organization on the rostrum.

Trial Examiner Batten: Of course, it must be obvious she wouldn't know that.

Mr. Leary: I will withdraw the question.

Trial Examiner Batten: If I had been there I couldn't tell that, or anybody else, I don't think.

Mr. Leary: Well, she could have been told such.

Trial Examiner Batten: Well, that is a different question.

By Mr. Leary:

Q. All of these cards were picked up but two. Is that it? A. Yes, sir.

Q. And how do you know that some two individuals had failed to return their cards?

A. Because they counted, the machinists counted the cards when they gave them out and they were supposed to pick up that many cards when they picked them up.

Q. Where did you get this information?

A. Rose Todd told us, and when they picked up the cards each one counted their cards, and I don't remember which one it was said that there was two cards missing, and they called for these cards.

Q. Who called for the cards?

[fol. 1354] A. Rose Todd, and I don't remember if they turned them back or not. I don't know who had the cards.

Q. Do you remember anything in addition that Rose Todd said about the two missing cards?

A. She said they could return the cards whether they wanted to sign or not.

. . . . .

[fol. 1355] By Mr. Leary:

Q. I believe, Miss Fike, that before the noon recess you were giving testimony concerning the meeting of April 27, 1937. Further on that line of examination, do you remember whether any officers were elected at that meeting? A. For the union?

Q. Yes. [Q.] Yes, there was.

Q. Do you remember what method was used to nominate officers?

A. They selected, I think it was four or five—there could be more, to go outside and decide who they should nominate.

Q. Who was it that selected the four or five persons to make up the nominating committee?

A. Miss Todd, if I remember right.

. . . . .

[fol. 1358] Q. Were there any other persons' names placed in nomination than the ones who the nominating committee had brought back?

A. No, sir.

By Trial Examiner Batten:

Q. Did they vote on each office separately, or on all of them together?

A. I don't think so. No, they didn't. They voted on all of them together.

Q. You mean, they voted on the entire group of officers at one time? A. Yes, sir.

By Mr. Leary:

Q. After these persons were elected to their respective offices, do you know whether they appeared on the platform or the rostrum?

A. No. I believe they just stood up.

Q. I don't know whether I asked you or not to state whether the by-laws were voted upon at that meeting.

A. No, sir; they wasn't.

[fol. 1359] Trial Examiner Batten: Go ahead, Mr. Langsdale.

Mr. Lane: Before Mr. Langsdale begins his examination, I desire to renew the objection I made at the time he began his examination of Miss Todd. I don't want to burden the record by being compelled to make that objection with respect to every witness' examination, but I do renew it here so the record is clear that I am not waiving that objection.

Trial Examiner Batten: Just what was that objection?

Mr. Lane: I objected to his examination of Miss Todd for the reason that his position as counsel for the International is one in unity with interest of that of the Board, and in view of that fact, he should not be permitted to have [fol. 1360] a separate examination of the witness the Board produces, separate from that of the Board itself.

Trial Examiner Batten: Supposing that you be allowed a continuing objection.

Mr. Lane: I would like the record to show that that objection will continue throughout the trial as to the witnesses the Board produces.

Trial Examiner Batten: On that matter—and I will make the same ruling.

Mr. Shepard: Your Honor, may the record show that the respondent makes the same objection and requests the same objection continue throughout the trial?

Trial Examiner Batten: You may have the same objection and the same ruling, and a continuing objection.

## Cross-Examination.

By Mr. Langsdale:

Q. Mrs. Fike, it is testified to here that some time between the 27th of March and the 1st of April, there was a meeting of employees at which each one was requested to contribute 50 cents for the purpose of raising money to pay Mr. Frank Tyler for services to the employees. Was there ever any such meeting that you know of?

A. There never was no such meeting, to my knowledge.

Q. When was the first time that you ever heard that Miss Todd or anyone else had consulted Mr. Tyler or any other lawyer in behalf of the employees?

[fol. 1361] A. On the 27th day of April, I mean in the afternoon.

Q. That was at the meeting in which the union was formed? A. Yes, sir.

Q. And that is the first you ever heard of Mr. Tyler, was it? A. Yes, sir.

Q. And the first information you ever had that anyone had consulted him? A. Yes, sir.

Q. Mrs. Todd—Mrs. Fike,—I beg your pardon—did you ever attend any dance or other function given by the Nelly Don Loyalty League at what is known as the Club House? A. No, sir.

Q. You never were there?

A. Not at this Club House.

Q. Were any dues paid by the members of the Nelly Don Loyalty League? A. You mean into the League?

Q. Yes. A. Yes, sir.

Q. Did you pay dues?

A. Oh, I don't remember whether there was in that or not.

Q. Now, did they have other clubs or associations within the—among the employees of the Donnelly Garment Company besides the Loyalty League?

[fol. 1362] A. Other clubs?

Q. Yes. A. Yes, sir.

Q. What other club did you belong to there?

A. Each section has a club. We formed one in the section I was in that was known as the Betty Boop Club.

Q. And did you pay dues in that club?

Mr. Lane: I didn't understand the name of that.

The Witness: Betty Boop.

By Mr. Langsdale:

Q. Did you pay dues in that club? A. Yes, sir.

Q. Do you know how much?

A. I don't remember exactly. I think it was 5 cents a week.

Q. Do you know what was done with the money that was accumulated by payment of those dues?

A. For entertainment, steak fries, parties at different one's houses belonging to the club.

. . . . .

[fol. 1363] Q. Who was Mrs. Wheary?

A. She was [supervisors] over all instructors.

Q. She was over Pearl Atchison and all of the other instructors? A. Yes, sir.

. . . . .

[fol. 1365] Trial Examiner Batten: Mr. Ingraham?

By Mr. Ingraham:

Q. Mrs. Fike, did I understand you to say that you went to work at the Donnelly Garment Company in 1927 or 1928?

A. It was sometime during one or the other of those years. I don't remember just when I did go there.

Q. What was your name at that time? A. Sutton.

Q. Later, Mrs. Fike, did you go under the name of Dulle?

A. Yes, sir. I was married to a man by the name of Dulle.

Q. When was that?

A. That was in—I think, when I went back to work the last time.

Q. In 1933?

A. Yes, sir. No, it wasn't. It was before that.

Q. About how long before that?

A. I don't remember.

Q. I will hand you respondent's exhibit No. 3 and ask if [fol. 1366] that is in your handwriting? Is that your signature, Mrs. Fike? A. Yes.



(The application sheet above referred to was marked for identification "Respondent's Exhibit No. 3")

Q. Is the rest of the writing your handwriting?

A. Yes, sir.

Q. Now, do you see on this application that you made to the Donnelly Garment Company, May 9, 1932, the question:

"Have you ever been employed by the Donnelly Garment Company?"

And the answer: "No."

A. I see it, yes, sir.

Q. And you wrote that "No"?

A. I don't know. I guess I did.

Q. Well, that is in your handwriting?

A. Yes, sir.

Mr. Ingraham: Respondent offers in evidence exhibit No. 3.

Mr. Leary: I object to the introduction of this exhibit, Mr. Examiner, for the reason that it is incompetent, irrelevant and immaterial. It neither tends to prove or disprove any of the issues in this proceeding.

Mr. Ingraham: Your Honor, it goes to the credibility of the witness.

[fol. 1367] Trial Examiner Batten: It will be received.

[fol. 1368] By Mr. Ingraham:

Q. Mrs. Fike, you stated that you were at the March 18 meeting of the employees of the Donnelly Garment Company? A. Yes, sir.

Q. And you stated that Mrs. Reed was there at that meeting? A. Yes, sir.

Q. Will you please state again what Mrs. Reed said at that meeting?

A. She read that letter, if I remember right.

Q. Are you sure about that?

A. The letter that we got from the International Ladies' Garment Workers' Union.

Q. Now, let's just stop a second there. What did the letter state? A. I don't remember.

By Mr. Ingraham:

Q. You do not remember anything about what was stated in the letter? A. No, I don't remember.

Q. What else did Mrs. Reed say?

A. She said they didn't intend to have any union in their shop.

[fol. 1369] Q. What else?

A. She was capable of running her own business, and when she wasn't capable of running her own business, she would go out of business.

Q. Did she say anything else?

A. I don't remember.

Q. Now, when did you remember that Mrs. Reed said that?

A. Well, it has been since the Judge Miller trial.

Q. Who have you talked to since the Judge Miller trial in connection with this case?

Mr. Leary: I object to that, Mr. Examiner.

Trial Examiner Batten: She may answer.

A. I talked with, since the Judge Miller case?

By Mr. Ingraham:

Q. Yes.

A. I talked with Mr. Langsdale; Jane Palmer.

Q. Did they refresh your memory about what Mrs. Reed is supposed to have said?

A. In going over my statement after the 23d of April, it refreshed a lot of my memory.

Q. Had you made a statement prior to that time?

A. Prior to what time?

Q. April, that you have referred to. A. No, sir.

Q. You have made a statement later?

A. After that 23d of April, 1937.

[fol. 1370] Q. Well, when did you make the statement?

A. I think that was—I don't remember the exact date. I think that was on the morning of the 27th of April, if I remember right. I could be wrong.

Q. Who did you make the statement to?

Mr. Leary: Just a minute. I think you are both talking about different years. May the witness state what year she is referring to?

Mr. Ingraham: Certainly.

The Witness: 1937.

By Mr. Ingraham:

Q. Who did you make the statement to at that time?

A. Miss Jane Palmer.

Q. What is April 27, 1937?

A. I think it was. I am not sure.

Q. Where did you give that statement to Miss Palmer?

A. In Miss Palmer's office.

Q. At the union office? A. Yes, sir.

Q. What time of day? A. I don't remember.

Q. In the morning?

A. I think so, but I don't remember.

Q. And had Miss Palmer sent for you?

Mr. Leary: I will object to that, Mr. Examiner, as [fol. 1371] entirely immaterial.

Trial Examiner Batten: You may answer.

A. No, sir, she hadn't.

By Mr. Ingraham:

Q. How did you happen to go up to Miss Palmer's office? A. I don't remember why I went.

Q. Didn't you call the Donnelly Garment Company from Miss Palmer's office that morning?

A. Yes, sir.

Q. And what did you ask—strike that out.

Why did you call the Donnelly Garment Company?

A. Because she told me to call that morning, Mrs. Hyde told me to call that morning.

Q. Did Miss Palmer tell you to call?

A. No, sir, Mrs. Hyde told me to call.

Q. Now, what else did you talk to Miss Palmer about?

Mr. Leary: I object to that, Mr. Examiner, as immaterial.

Trial Examiner Batten: Well, unless there was something that had to do with this case—

Mr. Ingraham: Strike the question.

Mr. Ingraham: Did you talk to Miss Palmer about your employment at the Donnelly Garment Company?

Mr. Leary: I object to that as immaterial. I don't see as it has any bearing on this case.

[fol. 1372] Trial Examiner Batten: You may answer.

A. I don't remember.

Mr. Ingraham: Do you recall anything that Miss Palmer told you to do?

Mr. Leary: I object to that, Mr. Examiner, on the same ground.

Trial Examiner Batten: You may answer.

Mr. Leary: May I have a continuing objection to her conversation with Miss Palmer at this time?

Trial Examiner Batten: Yes.

A. What was the question?

Trial Examiner Batten: Read the question.

(Whereupon, the question was read by the reporter.)

A. No, I don't remember.

By Mr. Ingraham:

Q. Did Miss Palmer tell you to get information for her?

A. No, sir.

Q. Now, why were you up at Miss Palmer's office?

A. I don't know exactly why I went there. I just went. That was all.

Q. So your memory now is blank on why you were there?

[fol. 1373] By Mr. Ingraham:

Q. Mrs. Fike, at that time you were in the employ of the Donnelly Garment Company; is that not true?

A. That was on Tuesday after I was laid off on Monday.

Q. Well, did you work after that for the Donnelly Garment Company?

A. Well, I came up at 10 o'clock or thereabouts. She told me to come in to work; Mrs. Hyde told me to come in to work.

Q. Now, how many times before this particular visit had you been to see Miss Palmer? A. Never.

Q. Can you state whether Miss Palmer sent for you?

A. That morning?

Q. Yes. A. She did not.

Q. How did you know where her office was?

A. Well, I knew. I belonged to the union and I knew where the office was.

Q. Was Miss Palmer at the union office?

A. Yes, sir.

Q. Who else was there?

A. I don't remember who else was there.

Q. Now, I want you to take time and think of everything [fol. 1374] that occurred that morning when you talked to Miss Palmer.

A. I don't remember.

By Mr. Ingraham:

Q. Did Miss Palmer give you any money?

A. No, sir.

Q. Did Miss Palmer promise you a job? A. No, sir.

Trial Examiner Batten: Now, just a moment. Are you examining this witness on the basis of part of your answer that the Ladies' Garment Workers' Union—if you want to excuse the witness, I will be glad to, but I want to know definitely whether this has anything to do with trying this Ladies' Garment Workers' Union. If it has, why, we will stop because they are not on trial here, [fol. 1375] and I am just not going to go into those matters.

Mr. Ingraham: Well, your Honor, I think that if this witness could remember what took place it would establish that she voluntarily left the employ of the Donnelly Garment Company.



Trial Examiner Batten: I mean, if your purpose is not the purpose I have stated, but something else, you may proceed, if you tell me it is some other purpose.

Mr. Ingraham: I expect, your Honor, of course, if this witness makes any admissions, to use it for any purpose.

Trial Examiner Batten: Well, you may use it for any purpose except the purpose which I have said I don't propose to go into now, but you are to put in your offer of proof. In other words, I don't propose that any of the attorneys are now going into matters that I have called for offers of proof on. Now, if you are examining a witness for some other purpose, you may go ahead and proceed.

Mr. Ingraham: Mrs. Fike, when next did you see Miss Palmer after this meeting of April 27th?

[fol. 1376] A. I don't remember. I don't think I saw her until, oh, for a month or more.

By Mr. Ingraham:

Q. When did you make this statement that you refer to?

A. The statement I made to her?

Q. Yes.

A. I told you, on the morning of the 27th.

Q. And what was that statement?

A. They have it here. I don't remember just when it was.

Mr. Ingraham: Have you got that statement?

Mr. Langsdale: Yes, we have it, but we are not going to give it to you. It is confidential.

Mr. Ingraham: I don't know anything confidential about it.

Mr. Langsdale: Well, it is. Would you give us all the [fol. 1377] statements you got from Rose Todd and every body else in your case?

Mr. Ingraham: Mr. Langsdale, this witness says she has made a statement. She isn't a party to it.

Mr. Langsdale: I don't think it is necessary to produce from counsel the statements that have been given by clients in the trial of a lawsuit.

Trial Examiner Batten: The only time that I require the production of them is when counsel use them for examining a witness, or to refresh a witness' recollection. Then I always insist they be made a part of the record, whether there is any request or not. Now, you may make your request upon Mr. Langsdale or Miss Palmer, and if they do not want to produce them, I certainly shall not instruct them to do so.

Mr. Langsdale: Miss Palmer says that she doesn't have it here, Bob. My objection seems to be premature. It is my policy to refuse to give statements, and yours, too, in a lawsuit.

Mr. Ingraham: All right. You haven't got it?

Mr. Langsdale: Miss Palmer says she hasn't it here with her.

By Mr. Ingraham:

Q. Mrs. Fike, at this time, now, can you remember just what you said in that statement?

A. No, I don't remember, only that they had laid me off after 2 hours' work on Monday.

[fol. 1378] Q. And that is all that you remember was in the statement?

A. That is all I remember right now.

Q. Now, they laid you off after 2 hours' work on Monday? A. Yes, sir.

Q. Is that the Monday, April 26th? A. Yes, sir.

Q. And ~~at~~ at that time you were laid off from your employment with the company?

A. For that day; yes, sir.

Q. Then you went back later?

A. I went back on Tuesday.

Q. Now, when did you go back on Tuesday?

A. The 27th.

Q. I mean, what time?

A. Well, it must have been after 11:30 because I never worked any until we went back to work after our lunch hour, and I believe our lunch hour ended at 12:15.

[fol. 1385] Q. Now, you were a witness in the case before Judge Miller in the Federal Court? A. Yes, sir.

Q. And of course you talked to the attorneys for the International before you took the witness stand in that case? A. Yes, sir.

Q. You told them all that you knew about the facts at that time?

A. I might not have told them all I knew. I might have told them all I remembered at that time.

Q. You told them all that you remembered at that time? Didn't counsel for the International put you on the witness stand to testify in that case?

A. What was the question, please?

Mr. Ingraham: Withdraw it.

Q. Did counsel for the International put you on the witness stand in the case before Judge Miller?

A. Yes, sir.

Q. And counsel for the International asked you questions? A. Yes, sir.

Q. I will ask you if this question was asked by counsel for the International:

"Q. Were you at a meeting there in the month of March? A. March 18?

"Q. At which you were all called downstairs? [fol. 1386] "A. Yes, sir.

"Q. And who were present representing the management at that meeting?

"A. There was several there. They were all there that could get away to go to the meeting. Miss Gray, Miss Hyde."

Were you asked those questions and did you make those answers? A. Yes, sir.

Q. "Q. Was Mrs. Reed there, Mrs. Donnelly?

"A. I don't just remember. I think she was. Mrs. Reeves and they were nearly all there."

Did you make that answer?

A. Yes, sir.

Q. "Q. Was Mrs. Reed there that day, Mrs. Donnelly?

"A. Yes, I think she was.

"Q. Did she make a speech?

"A. Yes, she did.

"Q. I wish you would state, to the best of your recollection, the substance of what Mrs. Reed said.

"A. She said that— I don't remember who said this, I don't remember her speech."

Q. Did you make that answer? A. I did.

Q. "Q. Do you remember the speech of any of them, Mrs. Fike?

"A. Yes. I believe that was—someone who got up and [fol. 1387] spoke and said they wouldn't have no union in their shop."

Q. Did you make that answer?

A. Yes, sir.

Q. "Q. Do you remember what any of the management said at that meeting, if they said anything, with reference to the union?

"A. They said there was not—

"Q. You will have to name somebody that said it, if anything was said.

"A. I don't remember who said it."

Q. Did you make that answer?

A. I said, what?

(Thereupon Mr. Ingraham showed the portion of the transcript referred to to the witness.)

A. Yes, sir.

[fol. 1393] Q. Mrs. Fike, did you tell Jane Palm that the Donnelly Garment Company was a sweat shop?

A. I don't—

Mr. Leary (interrupting): I object to that as being immaterial.

Trial Examiner Batten: Well, I don't see how it is material.

Mr. Leary: I didn't hear you.

Trial Examiner Batten: Unless it is in line with this matter that I asked you to submit an offer of proof on.

Mr. Ingraham: Well, I think I have a right to inquire from this witness just what she thinks of the Donnelly Garment Company working conditions, to show her good faith about whether she wants her job back. That is her contention.

Trial Examiner Batten: If that is the purpose of your examination, you may proceed.

Mr. Ingraham: In your opinion, does the Donnelly Garment Company operate a sweat shop?

Mr. Leary: I object to that as calling for a conclusion.

Trial Examiner Batten: You may answer.

A. What was the question?

Mr. Leary: I don't believe I understand what the meaning of a sweat shop is.

[fol. 1394] Trial Examiner Batten: I think I have a pretty good idea of what it means, and I haven't worked in a shop, either. I don't think there is any question—

Mr. Leary (interrupting): I don't think it can be defined.

Trial Examiner Batten: I know, but there is a lot of things you can't define, and you still have some idea of what they are, Mr. Leary. You may answer.

Mr. Langsdale: Mr. Examiner, I don't recall that in this complaint of the Board any charges have been made at all that the Donnelly Garment Company is a sweat shop.

Trial Examiner Batten: Well, Mr. Langsdale, on the basis of Mr. Ingraham's purpose of this question, she says that she wants her job back. Now, Mr. Ingraham states that he wants to question her on these matters to show whether she made that statement in good faith or not.

Mr. Langsdale: Well, of course, you mean that she wants her job back, that statement?

Trial Examiner Batten: Yes.



Mr. Langsdale: We are not charging them with being a sweat shop in this complaint.

Trial Examiner Batten: Well, I told Mr. Ingraham to go ahead on the basis that he stated he was examining her in respect to these matters.

The Witness: May I have the question?

. . . . .

[fol. 1395] A. I don't believe I ever told anybody that. I don't remember ever telling anybody that.

Mr. Ingraham: Well, is the plant, in your opinion, a sweat shop?

Mr. Leary: I object to that as calling for a conclusion and asking the witness' opinion.

Trial Examiner Batten: I don't know that it is calling for a conclusion, but I certainly don't think it is within this matter that you stated, Mr. Ingraham, what she thinks about it herself.

Mr. Leary: I wonder whether or not that would be a valid defense to the company.

Trial Examiner Batten: Just a minute—

Mr. Leary (interrupting): Pardon me, if you are not through.

Trial Examiner Batten: I mean, now, if she said these things to somebody else, or made disparaging remarks about this company, for instance, they were no good, and she never wanted to go back to work and work for them, and she wouldn't go back if somebody offered her a job.

Now, that is one thing, but to ask her, now: what do you think about it? I don't think, Mr. Ingraham, that question is—

. . . . .

[fol. 1396] By Mr. Ingraham:

Q. Have you ever told anybody that the Donnelly Garment Company is a sweat shop?

A. I don't think I ever did.

Q. Have you ever told anybody that they paid low wages?

A. No, sir.

Q. Have you ever told anybody that they have a speed-up system that ruins girls' health?

A. I don't think I ever did.

Q. Were your wages higher at the Donnelly plant than they are at these other plants at which you have worked since you left the Donnelly employment?

A. They wouldn't be if we had steady employment, as the Donnelly Garment Company has.

Trial Examiner Batten: Well, the question is, were the amounts that you were receiving at the Donnelly Garment Company more than you have been receiving at these plants,—isn't that it?

Mr. Ingraham: That is right.

A. Yes, sir.

By Mr. Ingraham:

Q. Now, Miss Fike, you stated that you joined the International Union on March 15, 1937?

A. That is right.

Q. Where did you join?

[fol. 1397] A. At my home.

Q. Was that the time that the International was beginning its campaign against the Donnelly Company?

Mr. Leary: Objection. There has been no showing that they ever had any campaign against the company.

Trial Examiner Batten: I will sustain the objection.

Mr. Ingraham: Was the International conducting a drive against the Donnelly Garment Company at that time?

Trial Examiner Batten: Well, now, Mr. Ingraham, that comes very definitely, I think, within the matter I want an offer of proof on. That is, now, if you want to ask this witness, is that the time that the union started its organizational campaign, that is an entirely different thing, but when you say, was that the time when they started their campaign against the Donnelly Garment Company, now, I am not going into that until I get an offer of proof on it, Mr. Ingraham.

Mr. Ingraham: Well, can I make an offer through this witness?

Trial Examiner Batten: You mean, as a part of the offer which I have requested you to make?

Mr. Ingraham: Yes.

Trial Examiner Batten: Well, I think all you will have to do is to incorporate the offer you would make at this time in that written offer of proof. I am not going, as we [fol. 1398] go through, Mr. Ingraham, as I said before, trying the issues as I have now defined them—I am going to limit it to those issues.

Now, when the time comes for you to make your written offer of proof on that entire matter, I want it in one place, and you may make it, I think, as we tentatively agreed upon, in any way you see fit, either by reference to testimony or by other means, but I am not going to delay this part of the hearing as we go along with these witnesses, beginning to make this offer. It has got to be present all at one time in one place so that I can pass upon the whole matter.

Mr. Ingraham: Well, now, do I understand, your Honor, that later when I submit the written offer of proof, I can include an offer that I would make through this witness?

Trial Examiner Batten: Yes, you may.

Mr. Ingraham: And not stop now to do it?

Trial Examiner Batten: Yes, you may. In other words, I am not going to place any restrictions upon any of the parties in the offers that I have asked you to make. You may make them just as complete as you please, just as little as you please, by any method you please, but I don't want to delay this part of the hearing to have those made.

[fol. 1400] By Mr. Ingraham:

Q. Now, where did you sit with reference to Fern Sigler? A. Across one table.

Q. Were you facing each other? A. No, sir.

Q. Your back was to her back? A. Yes, sir.

Q. About how far away was Fern Sigler?

A. Oh, about 14, 15, 16—I don't know exactly. I am no judge of feet.

Q. Was there anything in between where you were sitting and where Fern Sigler was sitting?

A. What do you mean?

Q. Any tables, or anything?

A. There was one table.

Q. Now, did you go over to where Fern Sigler was?

A. You mean, during the demonstration?

Q. Yes. A. No, sir.

Q. What did you do? A. Stayed at my machine.

Q. Did you sew? A. Part of the time.

Q. What did you do the rest of the time?

A. Watching the demonstration.

[fol. 1401] Q. Did you stand up?

A. No, sir.

Q. You were seated all the time?

A. Yes, sir.

Q. Was the power on?

A. Yes, sir.

Q. That was on during the entire time of the demonstration?

A. Mine was; yes, sir.

Q. Do you know whether Fern's was?

A. No, I don't.

Q. I will ask you, Mrs. Fike, if that is a picture of the section in which you were employed, and also is the section in which Fern Sigler was employed?

(Thereupon, the document above referred to was marked as "Respondent's Exhibit 4" for identification.)

A. Which is the east end of that? Is this the east end (indicating)?

Q. Yes.

A. It doesn't look—this is supposed to be our section?

Q. I think so. I think it is this one (indicating).

A. Well, there was girls working on this other row here, up to about there. I don't see none at that end.

Q. Well, this isn't that day.

A. Oh, I see. Well, that is the way our section looked.  
[fol. 1402] Yes, that looks like our section.

Mr. Ingraham: Respondent offers in evidence Exhibit 4.

Trial Examiner Batten: Does that include, Mr. Ingraham, more than one section?

Mr. Ingraham: Yes. Fern Sigler's section and Mrs. Fike's section.

Mr. Ingraham: Mrs. Fike, I will hand you Respondent's Exhibit 4, and could you put a check mark where you were sitting and where Fern Sigler was sitting?

Mr. Langsdale: Mr. Ingraham, will you state in the record—

Trial Examiner Batten (interrupting): Have her mark it in ink, I would suggest.

Mr. Langsdale: Will you state in the record when this photograph was taken?

Mr. Ingraham: This photograph was taken—

Trial Examiner Batten (interrupting): I would suggest that you put a cross, No. 1, where she was and a cross, No. 2, where the other person was.

Mr. Ingraham: This was taken just prior to the hearing in the injunction suit before Judge Miller.

[fol. 1403] Mr. Langsdale: Long after the 23d of April, 1937?

Mr. Ingraham: Yes.

A. That doesn't look quite familiar to me. I can't swear that was the section. So many of those sections look alike that I couldn't swear that was the section. I



can't tell you who those girls are. If I could tell who they are, I could be sure.

By Mr. Ingraham:

Q. Is the arrangement similar to the arrangement that was in existence when you were there in 1937? I mean by that, the tables and the machines?

A. Yes; the tables look like they are arranged the same.

Q. And will you state if you were sitting at the table at the left, or some other table?

A. Well, which would be the left on here?

Q. There (indicating on exhibit).

A. I think, if this is our section, it was about there (indicating) that I was sitting, but I can't swear just where.

Q. Would you mark that, please, with ink?

A. I wouldn't want this taken as a definite answer.

Trial Examiner Batten: You said, if that is your section, that is where you were sitting?

A. Yes.

(The exhibit was accordingly marked by the witness.)

A. It was about there (indicating).

Mr. Ingraham: Will you mark where your sister, Fern [fol. 1404] Sigler, was?

A. This (indicating) is the other table in our section. If this is the one, it was about there. (Indicating).

Trial Examiner Batten: You had better put "number 1" on the cross where she said she was, and "number 2" where she says Fern Sigler was.

(The exhibit was accordingly marked.)

Mr. Ingraham: Let the record show that "number 1" refers to where Mrs. Fike was sitting, and "number 2" re-

fers to where Fern Sigler was sitting, in respondent's exhibit No. 4.

By Mr. Ingraham:

Q. Mrs. Fike, what you saw there you saw while you were sitting at your machine? A. I did.

Q. And the power was on? A. Our power was on.

Q. When the power is on is there any noise from the shaft?

A. There is a little, but only if the machines are running is there an excessive noise.

[fol. 1405] By Mr. Ingraham:

Q. Well, did you hear what was said at your sister's table?

A. I didn't hear everything.

Q. You have recited everything you did hear?

A. Well, it might not be all, but that is what I remember.

Q. Your instructor told you to keep at work?

A. She told us a time or two to get to work.

Q. And she told the other girls in your section the same thing?

A. Yes, sir.

Q. Did any of the girls from your section join in the demonstration?

A. No, sir.

Q. Do you know whether or not the instructor in Fern Sigler's section told the girls there to keep at work?

A. I couldn't hear what she said. She was up at the other end.

Q. So, you didn't hear anything that she said?

A. Fern's instructor?

Q. Yes.

A. No, sir.

[fol. 1412] Trial Examiner Batten: Mr. Lane.

By Mr. Lane:

Q. Mrs. Fike, in connection with this meeting of March 18, 1937, I believe you stated that Rose Todd presided at that meeting.

A. I think I did.

Q. Now, who talked at that meeting?

A. Rose Todd talked.

Q. And who else?

A. Mr. Tyler.

Q. Mr. Tyler?

A. Yes, sir.

Q. At the meeting of March 18, 1937?

A. Oh, I am mistaken in that. I believe it was Herb Mulcher.

Q. Anybody else?

A. I don't believe I remember right now who it was. I did know at the time.

Q. Can you tell me the name of anybody else who talked at that meeting other than Rose Todd and Herbert Mulcher?

A. March 18th meeting?

Q. March 18, 1937.

A. Mrs. Reed.

Q. And anybody else?

A. There was others, but I don't remember who they were.

Q. You say there were others who talked?

[fol. 1413] A. I think there was. I don't know. I don't remember.

Q. You can't name the name of anybody other than those three that you have mentioned?

A. Not right now, I can't.

[fol. 1416] Q. And wasn't it common talk around the Donnelly plant that there was a great deal of commotion

out there around those Missouri, Gernes and Gordon plants?

Mr. Langsdale: I object to that as immaterial; wouldn't tend to prove or disprove any issue in this case, and opens up a new avenue for testimony. I think the Examiner has ruled that line out up to now.

Mr. Lane: They went into the matter of these busses and these identification cards, and these men on the dock. I think, therefore, I have a right to show what was taking place there with—

[fol. 1417] Mr. Lane: The purpose of my making this offer, or asking this question and similar questions, is to refute the charge that has been made here by counsel for the International and Board that this union we represent is a sham union, and my purpose is to show that atmosphere that surrounded the employees at that time, and their re-[fol. 1418] action, and attitude, as having some bearing upon why they took the action they did take on the part of the union.

Trial Examiner Batten: Mr. Lane, I will make the same ruling in that I did once before. That is this; if there were any actual threats or actual violence at this plant, that in any way can be chargeable to the respondent, I certainly want to receive it.

Now, I am not going into this organizational campaign that took in the City of Kansas City. Now, I am not going all over that again, and if you want to, you may make as complete an offer of proof on that, and, after all, that may be probably the best way to present that whole problem of this campaign that was going on by the union here in Kansas City, but I can say now that I am not going to receive it in this hearing.

Mr. Ingraham: Well, if your Honor please, in regard to the use of the busses and passes, I understood that you

ruled that the respondent could not go into this drive of the International at this time. It, of course, is the respondent's position that on account of what the International was doing, and these other plants, threatening to do against the Donnelly plant, that that was the reason for the busses and the cards, and now, as I understood your ruling, you said that at this time we couldn't present those matters, that that was going into the evidence regarding the conspiracy and the drive of the International against the Donnelly [fol. 1419] plant, and that you didn't think it was proper to go into it.

Trial Examiner Batten: Yes, I said that with respect to the respondent, but, of course, I am speaking now of Mr. Langsdale, and I think that the other day—I think, didn't we discuss this same thing and I think Mr. Tyler then brought the matter up, did you not, Mr. Tyler?

Mr. Tyler: I believe so, yes.

Trial Examiner Batten: And at that time I think I said, and you made an offer of proof, did you not, as to the witness which was on the stand?

Mr. Tyler: Yes, I think so.

Trial Examiner Batten: As I remember it. Well, now, I am going to take that position very definitely with respect to the intervener on this entire campaign that went on here in Kansas City, and I think we can just as well determine now that you shall prepare a complete offer of proof on it, because I don't intend to receive it.

Mr. Tyler.

Mr. Tyler: May I understand the Examiner's ruling? Do I understand that you decline to permit us to show that the employees of the plant, as one of their reasons for choosing their own union, were affected by both fear of the campaign carried on by the International Ladies' Garment Workers' Union at nearby shops, threats that it should be able to be applied to the Donnelly employees, and [fol. 1420] dislike of those methods, you decline to let us



show those things as establishing one of the reasons why these employees decided to, of their own free will, form their own union? Is that correct?

Trial Examiner Batten: Mr. Tyler, not quite that broad. I said that if any threats were made against these Donnelly employees, or any violence there, I even question how material that may be, but I will receive that, but on the other, on your whole idea there that that was one of the reasons for the organization of a Donnelly Garment Workers' Union, and a valid reason, I want an offer of proof submitted on it.

. . . . .

[fol. 1421] In other words, what I am attempting to do by this is to eliminate from this hearing all of this violence, intimidation, all of those matters, from the present hearing, so that I may have an offer of proof on them and determine at that time just how material they are to this hearing. Now, I don't mind saying, as far as I can see this far, I don't see that they have anything to do with these issues.

. . . . .

[fol. 1422] Mr. Langsdale: I want to understand the Examiner's ruling on this particular matter. I have understood up to now you have permitted both respondent and the intervenor to show threats made to any of the employees but not to go into disturbances that may have occurred at Gerney's or Gordon's, or anything of that sort.

Trial Examiner Batten: That is correct. I want to eliminate everything by this offer of proof except direct threats and direct violence. I think I asked Miss Todd on several occasions, "Did anybody threaten you? Did anybody ever commit any violence as far as you were concerned?" I will receive that in this hearing; I don't want that in the form of an offer of proof.

Mr. Langsdale: It is my opinion, and I think it coincides with the Examiner's, that the intervenor would also have

a right to show direct threats to their membership as some evidence of why they formed their union. I would hate to see the Examiner exclude that, because I believe it would be error to do so.

Trial Examiner Batten: Mr. Langsdale, I have made two rulings already, one two or three days ago, that exclude that.

Mr. Langsdale: I know you have, but Mr. Lane has made a statement to the effect that he wants to offer evidence of violence and threats as one reason for forming their union. Now, if they can do that, in my humble opinion it [fol. 1423] is material, but to go out and show what was happening at Gordon's and Gerney's, or some remote place, that wasn't a threat or violence toward any of their members, I think that is not proper, and that has been the ruling of the Examiner up to now.

Trial Examiner Batten: Mr. Lane may proceed in line with my ruling.

[fol. 1424] Mr. Lane: I want to make this further observation with respect to the question I asked:

I desire to show the attitude or state of mind of the employees, whether that attitude was created by rumor or by [fol. 1425] ideas of terrorism, which may or may not be true, nevertheless it is the state of mind which I want to show; and to show further that that state of mind actuated to cause them to want to form their own union, and that would go to the bona fideness of their union and would be a good reason for the formation of their union, whether founded upon fact or not.

Trial Examiner Batten: I agree with you, Mr. Lane. And, even if founded upon information which was absolutely false, if it is relevant to these issues—I mean, the truth or falsity of these things is not in issue.

Mr. Lane: That was the purpose of my question, to show that fact.

Trial Examiner Batten: And that matter, of course, will be included in this offer of proof.

[fol. 1428] Mr. Stottle: Mr. Examiner, don't you think when the Board's witness is on the stand and she is asked some question about buses, instead of letting them put in their case and then when we attempt to repute it, cut us out—

Trial Examiner Batten: Mr. Stottle, I agree with you, when this—whatever her name is—was on the stand I did permit some of those questions. I will have the record indicate now that all of that testimony is stricken out and [fol. 1429] will have to be resubmitted in the form of an offer of proof. It was really an oversight on my part.

Last night, in working this out, I fully intended to eliminate the two allegations in the complaint. And, as I said a moment ago, if when the Board makes its offers on those, I eliminate them, the respondent has nothing to do.

[fol. 1429] By Mr. Lane:

Q. Did you at the meeting on the 27th of April, 1937, sign a card similar to this? A. Yes.

Q. A card with the same words that appear on there except, of course, the signature that appears on this card? [fol. 1430] A. I don't remember whether they were the exact words, but it was similar.

Q. You did sign a card similar to this that was passed out at that meeting?

A. Yes, sir. That is April 27.

Q. That is the day on which you had been spending the morning, part of the morning, in Jane Palmer's office?

A. Yes, sir.

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[fol. 1435] Milton Slotkin, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

## Direct Examination.

By Mr. Foster:

Q. State your name, please.

A. Milton Slotkin.

Q. What is your address?

A. 4936 Troostwood Road.

Q. By whom are you employed, Mr. Slotkin?

A. By the Kansas City Chair Rental Company.

Q. And in what capacity?

[fol. 1436] A. The capacity of manager.

Q. How long have you held that position?

A. The last two years.

Q. Are you familiar with the books and records of the Kansas City Chair Rental Company?

A. Well, to a certain extent. Not as much as my secretary.

Q. But you have had occasion to review the records of that company? A. Occasionally.

Q. Now, has your company ever had an account with the Donnelly Garment Company?

A. With the Donnelly Garment Company; yes, sir.

Q. And over what period of time would you say that you have had an account with the Donnelly Garment Company?

A. Well, as long as I have been there, and I imagine since—well, I imagine about three or four years before that, roughly. I wouldn't say for certain.

Q. Now, has your company on numerous occasions during the last four or five years delivered chairs to the building at 1828 Walnut, which houses the Donnelly Garment Company? A. Yes, sir.

Q. And has your company supplied chairs there rather regularly, at regular intervals, for that company?

A. Well, I wouldn't say that.

Q. Have you made a check of your records to determine [fol. 1437] upon what dates chairs have been rented from your company by the Donnelly Garment Company?

A. I have gone into that as far as I possibly could, with the books I had to work with.

Q. Now, I wonder, Mr. Slotkin, if you would turn to your books and state for the record the date, and the number of chairs delivered since 1935.

[fol. 1438] Trial Examiner Batten: (Interrupting) You mean those are the original sheets, or those are copies?

A. No, these are the original sheets from my ledger, as far back as I could go.

Mr. Stottle: Mr. Examiner, we object on the ground those are not the books of original entries, but his original entries have been transferred to these sheets, and, further, on the ground that the entries there have not been shown to have been made by this particular witness.

Trial Examiner Batten: I will overrule the objection.

Trial Examiner Batten: This comes out of the regular book you keep down there, doesn't it?

A. It is supposed to; yes, sir.

By Mr. Foster:

Q. You may proceed with your answer.

A. 1936, January 5, 60 chairs for 2 days. March 4—

Q. (Interrupting) Pardon me, Mr. Slotkin. Can you tell who ordered those chairs?

A. I can't tell you that at all. I have no invoices going [fol. 1439] back to this particular year. The only record I have is from 1938, August, until now, when I had a regular system installed by an auditor.

Mr. Stottle: Now, Mr. Examiner, the respondent objects further on the ground there is [now] showing as to who ordered the chairs that he is purporting to testify about.

Trial Examiner Batten: Well, he can read into the record what this ledger sheet shows. Now, if there are any further questions, Mr. Foster, I would suggest that you wait until he has read into the record just what this ledger sheet shows.

A. (Continuing) May 9, 40 chairs. June 14, 65 chairs, 3 days.

Mr. Shepard: Would you go a little slower, please?



A. (Continuing) June 14, 65 chairs, 3 days. June 14, 20 chairs for 3 days. August 1, 35 chairs. August 18, 70 chairs, 3 days. December 19, 450 chairs. December 19, 100 child's chairs.

Mr. Langsdale: What year?

A. 1936.

Mr. Patten: Read the last one again, please.

A. December 19, 450 chairs. December 19, 100 child's chairs. February 19, 100 chairs, 2 days. March 21, 15 chairs. April 23, 20 chairs.

Mr. Langsdale: 1937 now?

[fol. 1440] A. No. I will inform you when I get to 1937.

Q. That is 1936?

A. Yes, all '36. April 21, 50 chairs.

Mr. Shepard: What month?

A. This is April 21.

Mr. Patten: What year?

A. 1936.

Q. What was the number of chairs on the 23rd?

A. 20.

[fol. 1441] Trial Examiner Batten: He said when he gets to 1937 he will advise all of us. In other words, what he is reading now is 1936.

The Witness: June 12, 100 chairs. April 12, 25 chairs. August 7, 60 chairs, September 26, 40 chairs. October 14, 125 chairs. October 16, 50 chairs. October 16, 50 chairs. October 27, 100 chairs.

November 3, 1,100 chairs. December 19, 154 child's chairs. December 29, 50 chairs.

I see here by this book that the first eight dates that I gave you gentlemen were for the year 1935. I didn't realize that until I finished that page.

That is all of 1936.

By Mr. Langsdale:

Q. November 3, 1,100 chairs. That was 1936, was it?

A. That is right.

Q. Whose name is on that ledger?

A. There isn't any one particular person. There is a Miss Fitzgerald here on March 21.

By Mr. Foster:

Q. The account is in the name of Donnelly Garment, 1828 Walnut. Is that not what the ledger sheet shows?

A. Yes, sir.

Q. And by Donnelly Garment you refer to the Donnelly Garment Company at 1828 Walnut, do you not?

[fol. 1442] A. I wouldn't swear to any order that occurred after 1937, because I wasn't there and I will not take any responsibility for it.

Q. Will you proceed through 1937 as through 1936?

A. February 13, 1937, 50 chairs. February 24, 48 chairs. March 9, 50 chairs. March 9, 100 chairs. March 19, 1,200 chairs.

Mr. Patten: What was that last figure, please?

A. March 19, 1,200 chairs.

By Mr. Foster:

Q. Are you positive that is March 18, or March 19?

A. As I understand the system when I came to work there, the entries were made the day after the chairs were picked up.

Q. So, those chairs were delivered for use on March 18?

A. I wouldn't say that. It might have been the 18th or the 19th.

April 28, 1,200 chairs. April 30, 65 chairs.

May 12, 1,200 chairs. June 7, 945 chairs. June 8, 65 chairs.

July 22, 250 chairs. July 22, 750 chairs. July 22, 150 chairs.

By Mr. Langsdale:

Q. What was the 750 chairs, what date?

A. July 22. The last three dates were all the same.

July 31, 50 chairs.

October 8, 929 chairs. October 12, 65 chairs. October 25, 50 chairs.

[fol. 1443] November 19, 595 chairs.

December 8, 500 chairs. December 8, 75 chairs. December 9, 20 chairs. December 18, 151 child's chairs and 5 adults' chairs. December 23, 24 chairs. That concludes 1937.

Mr. Foster: What is the heading on that invoice sheet or ledger sheet?

A. Donnelly Garment Company, 1828 Walnut, Miss Fitzgerald and Mr. Price.

Q. Is he usually the party who puts in the order for chairs, when you have been there?

A. I don't know. I never answered the telephone. My job is outside.

Q. How do you know about what was ordered?

A. I have personally supervised the setting up of the chairs for fashion shows.

[fol. 1444] Mr. Stottle: Mr. Examiner, may it be understood our objection continues to all of this testimony, on the same ground, the witness did not make the entries, doesn't know who ordered the chairs—

Trial Examiner Batten: You may have a continuing objection, Mr. Stottle.

By Mr. Foster:

Q. I wish you would proceed in the same manner with 1938.

A. There is one more date here for 1937—the 23d, 24 chairs.

Q. The 23d of what month? A. December.

By Mr. Shepard:

Q. I think you gave that. Were there two on the 23d?

A. That is right. It was just continued over to the new ledger.

January 5, 500 chairs. January 2, 500 chairs.

March 9, 500 chairs. March 10, 929 chairs. March 14, 65 chairs. April 6, 500 chairs. April 28, 45 chairs and 6 tables.

May 11, 500 chairs. May 12, 40 chairs and 4 tables. May 16, 25 chairs. May 16, 125 chairs.

June 13, 30 chairs. June 13, 60 chairs and 4 tables. June 15, 400 chairs. June 13, 75 chairs. June 27, 40 chairs.

July 6, 350 chairs. July 12, 600 chairs.

August 3, 500 chairs. August 8, 100 chairs. August 9, 50 chairs.

[fol. 1446] By Mr. Foster:

Q. Now, do you have any separate accounts with either the Donnelly Garment Sales Company or the Nelly Don Loyalty League?

A. On the reverse side of this ledger sheet I see the girl had made a separate account for the Donnelly Garment Workers' Union at 1828 Walnut.

Q. When was that second account made?

A. Beginning—

Q. (Interrupting) Started?

A. Beginning of this year, 1939.

Q. The beginning of 1939 was the first time that the Donnelly Garment Workers' Union had an account with your company; is that correct?

A. Yes, sir, that is right.

Mr. Langsdale: What date?

A. Not because of their asking. I don't know why this is on here. I would have to call the office and find out.

Mr. Foster: What date in 1939 did it start? The first of the year?

A. It started with the first month, January 10th.

Q. What are the entries on that account?

A. January 10th, 450 chairs.

Mr. Stottle: What are you reading from now—1939?

A. Still 1939.

Mr. Stottle: I thought you said you had finished—

[fol. 1447] Trial Examiner Batten (interrupting): This is the Donnelly Garment Workers' Union account, Mr. Stottle.

Mr. Stottle: Oh; I see.

By Mr. Langsdale:

Q. January 10—what?

A. 450 chairs. February 7, 450 chairs. March 14, 450 chairs. April 4, 450 chairs.

Now, on here I see she has a notation "Athletic Club". I don't happen to know what that is. There are six orders down here from them.

By Mr. Foster:

Q. You might read those, too, so your record will be complete.

A. March 14, 50 chairs. March 18, 500 chairs. March 19, 50 chairs. March 21, 100 chairs. March 24, 500 chairs. March 25, 450 chairs. May 2, 500 chairs, and June 6, 400 chairs.

Q. Now, Mr. Slotkin, that completes your record or account of the records of the account for the Donnelly Garment Workers' Union and the Donnelly Garment Company; is that true? A. Yes, sir.

[fol. 1448] Q. Mr. Slotkin, do you have any records or documents, deposit slips, indicating in what manner and by whom these various accounts that you have referred to were paid?

A. Yes, sir. I have deposit slips here, only as far back as the ninth month, 1937.

Q. And with what bank are those deposit slips made? [fol. 1449]. A. Union National.

Q. I wonder if you would read whatever information is on those deposit slips pertaining to the Donnelly Garment Company or the Donnelly Garment Workers' Union?

A. All the way through?

Mr. Stottle: Do I understand, Mr. Examiner, our objection continues as to this testimony, also?

Trial Examiner Batten: Yes, it may. Mr. Foster, I don't know as I understand. You want him to read into the record, you mean, the date of the deposit slip and any-



thing that appears on that slip pertaining to these two requisitions?

Mr. Foster: I want to find out, if I can, who paid for these invoices for the use of these chairs; if there is anything on those deposit slips tending to show that, I want it read into the record.

Mr. Stottle: Well, we add to our objection that this would not be the best evidence of whether the Donnelly Garment Company or the Donnelly Garment Workers' Union paid for them, as to what they might have written on the deposit slips.

Trial Examiner Batten: Well, of course, I can't tell until I see what he is going to read, Mr. Stottle.

[fol. 1450] Mr. Patten: I want to make a further objection and ask a qualifying question, that is, a preliminary question.

By Mr. Patten:

Q. Mr. Slotkin, did you prepare the deposit slips yourself?

A. Well, a few of them when the girl happened not to be at work or on vacation.

Q. Is the person present who prepared the deposit slips?

A. No, sir.

Q. Is she still in the employ of your company?

A. Well, part of these were prepared before she ever came to work at our company.

Mr. Patten: Now, the intervener, Donnelly Garment Workers' Union, objects to the reading or introduction of [fol. 1451] these deposit slips for the reason that they are not the best evidence. Mr. Slotkin did not prepare them himself, and what somebody, some absent person unknown to this intervener may have put on there is not binding on this intervener.

Trial Examiner Batten: The objection is overruled.

[fol. 1452] The Witness: Do you want me to read these now?

Mr. Foster: Yes, please.

A. October 25, 1937—Shall I read it exactly as it is on here?

By Mr. Foster:

Q. Yes.

A. Donnelly Gar. \$66.33. November 14-38, Donnelly, \$19.18.

November 11, 1938, Donnelly, \$22.85.

October 12, 1938, Donnelly, Gar. \$2.11.

September 12, 1938, Donnelly, \$11.22.

October 15, 1938, Donnelly, \$10.20.

August 6, 1938, Donnelly Ga. \$10.20.

July 30, 1938, Donnelly, 75 cents.

July 21, 1938, Donnelly, \$19.38.

June 20, 1938, Donnelly Gar., \$8.16. June 19, Nelly Don, \$2.94.

Q. What year, please?

A. 1938, June 9.

Mr. Stottle: June 9 or June 19?

[fol. 1453] A. 9.

May 23, Donnelly Garment, \$7.65.

May 21, 1938, Donnelly Gar., \$10.20. May 20, 1938, Donnelly Gar., \$3.36.

April 9, 1938, Donnelly Gar., \$10.16.

March 27, 1938, Donnelly Gar., \$2.68. March 23, 1938, Donnelly, \$70.98.

February 14, 1938, Donnelly, \$4.78. And, the same deposit slip, same date, Donnelly Gar., \$10.20.

January 12, 1938, Donnelly Gar., \$10.20.

December 13, 1937, Donnelly Gar., \$10.20. December 3, 1937, Donnelly Gar., \$12.14.

November 12, 1937, Donnelly, \$5.30. November 8, 1937, Donnelly, \$4.08.

January 4, 1938, Donnelly, \$16.36.

By Mr. Foster:

Q. Those are all of the deposits that have been made upon the accounts which you have just previously testified to, is that correct?

A. I have a few more.

Q. Excuse me.

A. June 19, 1939, Donnelly Gar., \$3.06.

Here is one that is not dated—just says Donnelly Gar., \$5.31.

May 12, 1939, Donnelly, \$2.04. May 5, 1939, Donnelly Works, \$24.48.

[fol. 1454] By Mr. Langsdale:

Q. How much is that?

A. \$24.48. On the same deposit slip, the same day, it says, "Nelly Don, Ath., \$29.78."

April 15, 1939, Donnelly, \$9.18.

March 13, 1939, Donnelly, \$22.44.

January 16, 1939, Donnelly Workers, \$9.18.

Q. What is that date?

A. January 16, 1939. January 7, 1939, Donnelly, \$29.58.

That is all of the deposit slips.

[fol. 1455] By Mr. Foster:

Q. Mr. Siotkin, I wonder if you would have any objection, when you get back to your office, having your girl bookkeeper come up to this court room and explain a few matters which you evidently have no personal knowledge of, and whether you would have any objection to leaving your books and account records here so that she could have them with her at that time?

A. Do you know specifically when you will need her. I am pretty busy this week. See, she has just came back [fol. 1456] from her vacation. I have been there two weeks, and lots of things to do for the 4th of July, or else, I will lose some orders.

Q. Could you get her up here right away now? I don't believe it would take longer than 15 minutes or so.

A. We have no car there. I imagine she would have to take the street car. You mean you would want her at the same time I am here?

Q. I would want her here as soon as possible. It wouldn't be necessary that you remain, Mr. Slotkin.

A. I see no objection.

Q. Incidentally, Mr. Slotkin, you are here, are you not, under subpoena?

A. Yes, sir.

Q. And you were subpoenaed to produce the various records which you have testified from. Is that correct?

A. That is correct.

Q. Mr. Slotkin, we will make arrangements to have some one go with a cab to pick up the young lady at your office. Now, what is her name, please?

A. Her name is Mary Afton Alexander.

[fol. 1458]

# Cross-Examination.

By Mr. Langsdale:

Q. Mr. Slotkin, I hand you these pages which have been marked "I.L.G.W.U. Exhibits 4, 5, 6 and 7" and ask you to state just what they are.

A. They are the ledger sheets taken from the accounts receivable ledger.

(Thereupon, the documents above referred to were marked as "I.L.G.W.U. Exhibits Nos. 4, 5, 6 and 7" for identification.)

By Mr. Langsdale:

Q. And where did you get them to bring them to this hearing?

A. My file.

Q. And are those—is that the regular file that you maintain in your office in the regular course of your business?

A. Yes, sir.

Q. And have you any other file containing those same entries?

A. Only in those books.

Q. This is one of the regular and usual records that you keep and maintain in carrying on your business?

A. Yes, sir.

Q. And you got these from that file to bring to this hearing?

A. That is correct.

[fol. 1459] Q. I mean, I.L.G.W.U. Exhibits Nos. 4, 5, 6 and 7.

Now, Mr. Slotkin, is there any other item that you know of, of any chairs having been sent to 1828 Walnut during the period covered by Exhibits 4, 5, 6 and 7?

A. I couldn't think of any offhand.

Q. Well, these are all of the records, aren't they?

A. They are all that I know about.

Q. So far as you know, this 4, 5, 6 and 7 contain a record of all the chairs that were sent to 1828 Walnut during the period covered by these exhibits Nos. 4, 5, 6 and 7?

A. Yes, sir.

Mr. Langsdale: We offer Exhibits 4, 5, 6 and 7 in evidence.

Mr. Stottle: Respondent objects on the ground that they are not the best evidence, and that the witness personally didn't make the entries; that there is no showing that any person authorized by the Donnelly Garment Company ordered any particular item on the list; that it is not binding on the respondent and constitutes hearsay, and is wholly immaterial to the issues.

Mr. Langsdale: Of course, they are taken from the regular records used and maintained in the business of this witness, and are material for whatever they prove.

Trial Examiner Batten: Mr. Patten.

Mr. Patten: Intervener objects for the reason that how [fol. 1460] the Chair Rental Company may have kept the books is a matter wholly beyond the control of the Donnelly Garment Workers' Union, or the respondent, for that matter. There is no showing here, either the respondent or the intervening union directed these accounts to be mixed up and kept on one ledger sheet.

Trial Examiner Batten: The objections are overruled. They will be received.

(The documents heretofore marked as "I.L.G.W.U. Exhibits Nos. 4, 5, 6 and 7" were received in evidence.)



[fol. 1462] By Mr. Langsdale:

Q. Now, do you know who wrote on this invoice "Donnelly Garment Workers' Union"?

A. No, sir, I don't.

Q. Did you have any account with the Donnelly Garment Workers' Union at that time, as far as these ledger sheets show?

A. Yes, sir.

Q. With the Donnelly Garment Workers' Union?

A. With the union?

Q. Yes. On October 31, 1938?

A. Well, I would say no, not that I know of.

Q. Well, 4, 5, 6 and 7 contain records of the accounts of all of the chairs that were sent to 1828 Walnut, by the period covered by 4, 5, 6 and 7, do they not?

A. Yes, sir. It is designated there on the ledger sheet so, whether they were for the Workers' Union, or whatever they were for, as far as I can see. You know as much about those ledger sheets as I do.

. . . . .

[fol. 1470] Q. Now, I show you I.L.G.W.U. Exhibit No. 4 and call your attention to the item dated March 19, 1200 chairs, Invoice No. 1497, \$24, and ask you what is written in the left-hand column of that record.

A. Did you say 1497?

Q. Yes.

A. "Nelly Don Loyalty League."

Q. That is for March 19, 1937, is it?

A. 1937; yes, sir.

Q. I hand you the same exhibit, I.L.G.W.U. Exhibit No. 4, and call your attention to invoice No. 1934, dated April 28, 1200 chairs at \$24.

A. Yes, sir.

Q. And ask you to state what is written in the left-hand column of that record.

A. "Nelly Don Loyalty League."

Q. That is 1937?

A. Yes, sir.

. . . . .

[fol. 1475] Q. I suppose the payment of this account was always made by check?

A. As far as I knew.

Q. That was indicated by your deposit slips?

A. Well, we can't say that unless we actually check the slips against—

Q. Let me have those deposit slips you testified from.

(The deposit slips referred to were handed by the witness to Mr. Langsdale.)

A. Those are the ones I testified to.

[fol. 1476] Mr. Langsdale: Will you mark these as exhibits, please?

Trial Examiner Batten: I would suggest that you mark those exhibit No. 8, 8-A, B, C, and so forth.

(Thereupon the deposit slips above referred to were marked "I.L.G.W.U. Exhibits No. 8-A to 8-GG, inclusive.")

[fol. 1477] By Mr. Langsdale:

Q. Mr. Slotkin, I hand you these deposit slips which have been marked "I.L.G.W.U. Exhibit 8-A to 8-GG," inclusive, and ask you to state where you got them to bring them to this court room?

A. Out of my filing cabinets.

Q. And is that filing cabinet maintained there in the regular course of your business?

A. Yes, sir.

Q. And where you keep that kind of records permanently?

A. Well, only for about 2 or 3 years. Then we put them in a box.

Q. But during that two or three years you keep them there, do you?

A. Yes, sir.

Q. And that is where you got them this morning?

A. Only the ones for 1939. The others came from the box.

Q. The others came from where?

A. Came from a box where we store our old records that we have there.

Q. Well, that is a box where you regularly in the course of your business store your records of that age or date, is it?

A. Well, it is where we will, the records that we have, yes.

Q. You got them from that place?

[fol. 1478] A. Yes, sir.

Q. And brought them to the court room this morning?

A. Yes, sir.

Mr. Langsdale: I offer International Ladies' Garment Workers' Union Exhibits Nos. 8-A to 8-GG, inclusive.

Mr. Stottle: The respondent objects to the introduction of these exhibits for all the reasons that we have heretofore urged, including the fact that they are not the best evidence; that there is no showing by this witness—

Trial Examiner Batten (interrupting): Now, just a minute, on that point. What would be the best evidence?

Mr. Stottle: The best evidence I would say, or some of the best evidence, would be an invoice that had been sent to these different persons and the payment of this. This is just a deposit slip in the bank.

Trial Examiner Batten: You mean the payment—you mean the check it was paid with?

Mr. Stottle: Well, an invoice that it had been paid with. This is not even the check. It is just a notation on a bank slip.

Trial Examiner Batten: That is true, but I assume that what we are trying to do here is get a complete record. I presume we will have to take it in part.

Mr. Stottle: Well, that is one of the objections, that it is not the best evidence and hasn't any sufficient relation [fol. 1479] to this to have any probative effect or tend to prove or disprove any of the issues in this case. Furthermore, we object that the items on here were not made by this particular witness, and not shown to have been made by any person that would bind the respondent or the intervenor, even bind this company; that it constitutes hearsay testimony and is so mixed up with other records and so mixed up between the parties here, charges to one and payment by another, that it is wholly impossible to be separated.

Trial Examiner Batten: That doesn't indicate that on these slips, does it?

Mr. Stottle: But the testimony taken together with these slips indicates that.

Mr. Stottle: Mr. Examiner, we wish to add, also, that it is not made from—it doesn't constitute the original entry made in this company. It is about 3 or 4 degrees off from that. The original records, entries, would be the best evidence. [fol. 1480] dence.

Trial Examiner Batten: If there is no further objection, they will be received.

Mr. Patten: Intervener makes the same objection as the respondent.

Trial Examiner Batten: They will be received.

(The documents heretofore marked as "I.L.G.W.U. Exhibits Nos. 8-A to 8-GG," inclusive, were received in evidence.)

[fol. 1483] Mr. Langsdale: I think that is all.

Trial Examiner Batten: Mr. Stottle.

Mr. Stottle: Mr. Examiner, Respondent now renews its motion to strike out all of the evidence of this witness, including the exhibits introduced while he has been on the stand, for the reason that there hasn't been any showing that would make them probative evidence in this case. The items are all lumped together under one account, when the witness has stated that some of them might have been for other accounts. The deposit slips are all lumped together and there is nothing here that would enable the Examiner to give any credence to the statements because they are so mixed up and were kept in such a way that they don't show the true facts, and for the further objection that we have already made, it is not the best evidence, and not the original record entries, and not binding on the respondent.

[fol. 1484] Trial Examiner Batten: The motion to strike is denied.

Mr. Stottle: Mr. Slotkin, I hand you I.L.G.W.U. Exhibit No. 4 and will ask you if you know who ordered the first item there, February 13, 50 Acme, \$43

Mr. Langsdale: What year is it?

Mr. Stottle: 1937.

A. No, sir, I don't.

By Mr. Stottle:

Q. I will ask you if you know who ordered the second item?

A. No, sir, I don't know.

Q. Dropping down to the fifth item, opposite which is written the notation "Nelly Don Loyalty League", March 19, 1200 chairs, I will ask you if you know who ordered those.

A. No, sir, I don't.

Q. Do you know whether they were ordered for the Donnelly Garment Company or the Loyalty League or for whom they were ordered?

A. No, sir.

[fol. 1485] Q. Dropping down to the item of April 28, opposite which is "Nelly Don Loyalty League, 1,200 chairs," I will ask you if you know who ordered that item.

A. I can't say, because I don't know.

Q. Do you know whether it was ordered for the Nelly Don Loyalty League or for the Donnelly Garment Company or for the Donnelly Garment Workers' Union?

A. No, sir; I don't.

Q. As far as you know, it might have been ordered by any one of those or used by any one of those?

A. Yes, sir.

Q. Is it not a fact that it might have been ordered by the Athletic Club, as far as you know?

A. Perhaps.

Q. Is it not a fact, Mr. Slotkin, that as to all of the items, each and all of the items, on I. L. G. W. U. exhibits Nos. 4, 5, 6 and 7 that you do not know who ordered any one of those items or for whose use they were ordered?

A. No, sir, I can't say.



[fol. 1486] By Mr. Stottle:

Q. Do you know whether any of these items were ordered by or used by the Donnelly Garment Company or the Donnelly Garment Workers' Union or the Nelly Don Athletic Club or the Loyalty League?

A. I can't say specifically, no.

Q. Isn't it a fact that all of these items were lumped together in the one account under the name Donnelly Garment Company until perhaps 1939, when there was some separation?

A. Yes, sir; that is the way it was when I came.

Q. And is it not a fact that, although they were listed under Donnelly Garment Company, notations appear throughout the account of "Workers' Union"?

A. Yes, sir, those notations appear.

[fol. 1489] Q. Isn't it a fact that these ledger sheets, I. L. G. W. U. exhibits Nos. 4, 5, 6, and 7, were made up from those invoices or from other records of your company?

A. They were supposed to have been made up from the invoices.

By Trial Examiner Batten:

Q. When you have a person call in for some chairs you immediately write out an order, is that it?

A. Yes, sir.

Q. Is that written out in triplicate, duplicate, or—

A. In triplicate.

Q. Then, it is from that record that the entries are made on this sheet, is that right?

A. That is right.

Q. Then, you do have an invoice down there for each one of these items?

A. I don't know, for all of them. You see, our records were destroyed, a lot of them, when I came to work there. After a year I managed to get myself lined up so I could install a regular system.

Q. You mean, up to a year ago you had no regular invoices?

[fol. 1490] A. Nothing I could go to like I can now.

Q. Have you anything—

A. I might have some old invoices, a few of them, pertaining to those ledger sheets, and I might not.

Q. What records were destroyed?

A. The invoices. You see, they are all mixed up.

Q. You say you destroyed the invoice records?

A. They were destroyed. I didn't destroy them myself.

Q. Someone representing your company destroyed them?

A. Yes.

Q. In other words, then, you do not have the invoices or the carbons for these invoices running back over a year ago?

A. No, sir.

Mr. Stottle: Mr. Examiner, respondent now renews its objection to strike I. L. G. W. U. exhibits Nos. 4, 5, 6, and 7 for the reason that they are not the original entries but are made up from some other records which were not the original entries.

Trial Examiner Batten: I think I denied the same motion a while ago.

Mr. Stottle: I understand, Mr. Examiner, but this fact has been brought out since then.

Trial Examiner Batten: You certainly wouldn't expect him to produce invoices that had been destroyed, would you?

[fol. 1491] Mr. Stottle: No. But he says these are not the original entries.

Trial Examiner Batten: Well, that would go to the weight to be given to these.

Mr. Stottle: May I explain the point is, those original entries might have had Donnelly Garment Workers' Union on the invoice. If we had those it would show who was the person who ordered them.

Trial Examiner Batten: But, Mr. Stottle, they are destroyed. If the record is destroyed it is impossible to get it.

[fol. 1520]

Recross Examination.

[fol. 1534] By Mr. Stottle:

Q. Now, Mr. Slotkin, to clear up the question the Examiner asked in this particular order that you have been testifying about, which is Board's Exhibit 16-A and 16-B, which you say you wrote up, you wrote that up from some memorandum that is on a sticker on the desk?

A. Yes, sir.

Q. And at that time you thought it was the Donnelly Garment Company?

A. Well, I might have thought—or I might have just seen Donnelly Garment Workers' Union and just made it out to the Donnelly Garment. You see, by our ledger, we [fol. 1535] didn't attempt to make it different.

Q. Then two days later the girl who took the order in the first place made out the corrected bill to the Donnelly Garment Workers' Union because, as you say, she knew who had placed the order?

A. That is right.

Q. That is what your testimony is?

By Trial Examiner Batten:

Q. Now, you say that was just exactly the way it was done. The girl did it because she found she had made a mistake. Is that what you mean?

A. No, because she seen the invoice wasn't made out correctly.

Q. In other words, then, the girl in your office found this error and no one called concerning an invoice, is that it?

A. I didn't state specifically that some one called. I said they might.

Q. I am asking you now, you said to Mr. Stottle, as I gathered it, your answer was that the girl found out she made a mistake so she made out another invoice. Now, was that the way it happened, do you know?

A. No, I don't.

Q. Or might it have happened the other way?

A. It might have happened the other way.

Mr. Stottle: Now, Mr. Slotkin, does the same situation—the same situation has been gone into as to two other exhibits here where the original to the Donnelly Garment Workers' Union is made out that way, and the carbon copies which you have read "Donnelly Garment

Company". What is your explanation on those other two instances, Intervener's Exhibit 10 and Intervener's Exhibit 8?

A. The same possibility occurred there as on the first one that we discussed.

[fol. 1593] ~~ELSA LOU GREENHAW~~, a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination.

By Mr. Leary:

Q. State your name, please.

A. Mrs. Elsa Lou Greenhaw.

Q. What is your address?

A. 503 East Walnut.

Mr. Ingraham: Kansas City, Missouri?

A. Portland, Indiana.

Mr. Lane: Mr. Examiner, I am sorry, I can't hear the witness. Will you have her speak a little louder, if you can?

Trial Examiner Batten: Will you please speak louder, so they can all hear you.

By Mr. Leary:

Q. Is that a permanent address of yours, Mrs. Greenhaw?

A. No, it is not.

Q. Do you have a permanent address?

A. At present I do not.

Q. Were you ever employed by the Donnelly Garment Company?

A. Yes, I was.

Q. Do you remember when you began your employment with that company?

A. I think it was in the spring of 1936.

[fol. 1594]. Q. And in what capacity were you employed by the company at that time?

A. At that time I was a stenographer.

Q. What experience had you had as a stenographer before you went with the Donnelly Garment Company, in numbers of years, I mean?

A. Well, I had some years of experience as a stenographer, and perhaps about six in secretarial work.

[fol. 1595] Q. When was it that you left the employ of the company?

A. November, 1937.

Q. And under what circumstances did you leave?

A. I was married.

Q. Did you resign? A. Yes.

[fol. 1596] Q. Did you have a supervisor in the order department?

A. The head of the order department was Miss Ruth Alexander. I don't believe she was called supervisor, however.

Q. How many persons were in the order department when you worked there?

A. I think about 25. There may have been some in addition to that who spent their time down in the factory, I don't know.

[fol. 1597] Mr. Leary: Did Miss Alexander ever give you directions?

A. Just very infrequently.

[fol. 1601] By Mr. Leary:

Q. Mrs. Greenhaw, I show you what purports to be a photostatic copy of what has been referred to here as a Loyalty petition dated March 2, 1937, as follows:

"We, the undersigners, as members of the Donnelly Garment Company, wish to make it known we are positively happy and contented with the position which we hold with this organization and refuse to acknowledge any union labor organization. We are thankful for the real humanitarian interest extended by our employer, Mrs. Reed."



Do you remember ever seeing either that document or one containing similar words upon its heading?

A. Yes, I do.

[fol. 1602] By Mr. Leary:

Q. Do you remember who it was who showed you that document?

A. I believe it was Pauline Shartzter.

Q. Who was Pauline Shartzter?

A. She was either a bookkeeper or stenographer in the accounting department.

Q. And had you known Pauline Shartzter in your work around the Donnelly Garment plant?

A. Yes, sir.

Q. Where were you when Pauline Shartzter spoke to you about the so-called Loyalty petition?

A. At my desk.

Q. Was it during the working hours?

A. Yes.

Q. And did she have anything in her hand when she came to you to speak about the Loyalty petition?

A. Just the petition, I think, and a pen.

Q. Were there names signed on the petition at the time?

A. I believe a few.

Q. What, if anything, did Pauline Shartzter say to you?

A. She asked me if I would like to sign it.

Q. What, if anything, did you do?

[fol. 1603] A. I read it and told her I didn't want to sign it.

Q. Well, I direct your attention to March 8, 1937, Mrs. Greenhaw, and ask you if on that date you attended any meeting which was attended by other employees of the Donnelly Garment Company.

A. Yes, I think there was a meeting of all the employees that day.

Q. How do you identify—strike that, please. Was that the first large meeting of employees that you remember as having happened about this period of March and April, 1937?

A. Of course, it is hard to recall dates, you know.

Q. Well, how do you identify it by the events that happened at the first large meeting you attended during this period?

A. One of the first meetings Mrs. Reed talked to the employees.

Q. Now, with reference to this meeting where Mrs. Reed talked to the employees, I ask you to state in what manner you were advised that the meeting would be held?

A. I think we were informed by the head of our department.

Mr. Ingraham: I move the answer be stricken out as speculative.

Trial Examiner Batten: It may stand.

By Trial Examiner Batten:

Q. Who was the head of your department?

A. Miss Alexander.

[fol. 1604] By Mr. Leary:

Q. What, if anything, did she say to you with regard to this meeting?

A. She told us there was to be a meeting of the employees on the second floor at a certain time, and we were all to be there.

Q. Did you go to the meeting?

A. Yes.

Q. Do you remember what time that meeting took place?

A. In the late afternoon, I think, about 4 o'clock.

Q. Do you know Rose Todd?

A. I do.

[fol. 1605] Q. Did you see Mrs. Reed at the meeting?

A. Yes.

Q. What, if anything, did Mrs. Reed say at this meeting?

A. She talked to us with reference to something that had been in the paper, I believe, just before that time. I think the newspaper/article, or letter, or whatever it was—possibly it was a letter that had been sent to the company, and I think it was read first.

Q. It had been sent to the company by whom?

A. By the labor union.

Q. The International Ladies' Garment Workers' Union?

A. I couldn't be positive just from whom it came.

Q. Nonetheless, the letter was read?

A. Yes.

Q. And after the letter was read, what, if anything did Mrs. Reed say?

A. She said she wouldn't permit a union to come in and tell her how to run her business, she wouldn't be dictated to by any labor individuals, and she named Mr. Dubinsky particularly.

Q. Do you remember what, if anything, she said about Mr. Dubinsky?

A. She said, "I won't allow Dubinsky or any other 'ski' to tell me how to run my business."

[fol. 1606] Q. Do you remember at this time any other things that were said or done at that meeting?

A. Well, I believe Miss Todd spoke to us, and I think there was a general expression of loyalty from the employees—that is, in response to Miss Todd's remarks, or possibly there was some other individual.

Q. I direct your attention, Mrs. Greenhaw, to April 27, 1937, and ask you to state whether or not you again attended a meeting of the employees of the Donnelly Garment Company on the second floor of the building.

A. Yes, there was another meeting about that time.

Q. What is the outstanding incident that you remember about that meeting? How do you identify it in your mind?

A. Well, there were a number of meetings along over a period of time and it is a little hard for me to say what happened at each meeting.

Q. Do you know a Mr. Frank Tyler?

A. Yes, I have heard him speak.

Q. Where was the first time that you ever saw Mr. Tyler?

A. He spoke to the employees of the Donnelly Garment Company.

Q. Would you say that that was on the date of April 27?

A. I imagine about that time.

Q. Now, with that recollection established, Mrs. Greenhaw, do you remember how you were advised that that meeting of April 27 was to be held?

[fol. 1607] A. I think, in the same manner.

Q. That is, by Miss Alexander?

A. Yes. Somebody in the department asked us to go to the second floor for a meeting.

Q. Do you remember at what time of day that meeting was held?

A. I think, in the late afternoon.

Q. I direct your attention to May 25, 1937, Mrs. Greenhaw, and ask if on that date you attended a meeting of the Donnelly Garment Workers' Union.

A. I believe so.

Q. Do you remember specifically what incident brings that meeting to mind?

A. It is hard for me to identify those meetings by the dates, because there were so many meetings along about that period of time.

Q. Did you at any of the meetings that you attended on the second floor of the plant take any notes?

A. I took the minutes of one meeting.

Q. How were you notified that that meeting at which you took the minutes was to be held?

A. I think Miss Marjorie Green came to my desk and asked me if I could help her take the minutes of the meeting.

Q. Did you know at that time whether or not Marjorie Green held any office in the Donnelly Garment of Workers' Union?

[fol. 1608] A. I believe she was secretary of the union.

Q. And pursuant to Miss Green's request or suggestion did you go to the second floor of the plant that afternoon?

A. I did.

Q. When you arrived at the second floor of the plant were there any persons in there?

A. Yes.

Q. About how many?

A. Well, the employees were gathering there for the meeting.

Q. The meeting had or had not started when you arrived there?

A. It had not.

Q. Did you take in shorthand the events that happened at that meeting?

A. Yes, I did.

Q. Did you remain there during the entire course of the meeting? A. Yes.

Q. Where did you sit during the meeting?

A. I sat at a table just below the speakers' table, where there was a microphone.

[fol. 1609] Q. After that meeting had concluded did you transcribe the notes you had taken? A. Yes, I did.

Q. Where did you transcribe them?

A. I took them to my desk on the tenth floor.

Q. Do you remember whether you transcribed them on the same day or not?

A. Yes, I did it immediately afterwards.

Q. Then, when you had transcribed your notes, what did you do with the original copy?

A. I gave it to Miss Green.

Q. Where was she when you gave it to her?

A. On the same floor.

Q. Do you remember whether or not you gave it to her that same day or the next day?

A. It was either that day or early the next morning.

Q. Did you make any more than the original?

A. I made one copy.

Q. Did you make the original on the paper of the company? A. Yes.

Q. What color was that paper?

A. White, I think.

Q. And did you make the carbon on the paper of the company?

A. Yes.

Q. And what color was that?

[fol. 1610] A. Yellow.

Q. Were those the ordinary papers that you used in your stenographic work?

A. Yes.

Q. For the company?

A. Yes, it was.

Q. I show you what has been marked as Board's Exhibit 18, Mrs. Greenhaw, and ask you to state briefly what that is.

A. This is a copy of the minutes of the meeting of the Donnelly Garment Workers' Union on May 25, 1937.

Q. Now, is that the yellow copy that you referred to?



A. Yes.

Q. As having made, just a few moments ago?

A. It is.

Mr. Leary: Now, I ask, Mr. Examiner, in view of the fact that this consists of ten pages, that it be marked 18-1, 2, 3, and so forth.

Trial Examiner Batten: Well, I would prefer it if you will make it 18-A, B, C, and so forth.

Mr. Leary: That is satisfactory to me.

(Thereupon, the documents above referred to were marked as "Board's Exhibits Nos. 18-A to 18-J, inclusive," for identification.)

By Mr. Leary:

Q. When you stated to me, Mrs. Greenhaw, briefly [fol. 1611] what this document was, did you not read from the heading of the document on the first page?

A. Yes, but I was speaking of personal knowledge, also.

Q. Now, do you know whether this document contains anything other than the minutes of the Donnelly Garment Workers' Union for that day?

A. Yes, it contains the minutes of the Loyalty League meeting.

. . . . .

Mr. Leary: Do you know, Mrs. Greenhaw, whether or not the meetings of these two organizations, the Donnelly Garment Workers' Union and the Loyalty League followed each other at that time without any interruption?

A. Yes, they did.

Mr. Leary: The Board offers its Exhibit 18-A to 18-J.

. . . . .

[fol. 1613] Trial Examiner Batten: Are the attorneys yet in a position to offer their objections, if any, to Board's exhibit No. 18?

Mr. Ingraham: I object to the introduction of Board's exhibit 18 for the reason that it purports to be a copy of some minutes, and the original would be the best evidence.

Mr. Langsdale: Of course, they have produced what they say is the original, and these minutes that we have had photostated I told the Examiner we proposed to show they "doctored" those minutes, and now we have what she says is a carbon copy of the minutes she turned over to Marjorie Green, and Marjorie Green produces what she says is the original.

Mr. Lane: Intervener objects to it on the ground that it is not identified.

Mr. Leary: In what particular?

Mr. Lane: It purports to be some copy of an original instrument which is supposed to be in existence.

Trial Examiner, Batten: It will be received.

(Thereupon the document previously marked, as above set out, "Board's Exhibit No. 18," was received in evidence.)

By Mr. Leary:

Q. Mrs. Greenhaw, during the tenure of your employment with the Donnelly Garment Company did you have occasion to see incoming mail or documents?

A. I believe all of the incoming mail was—May I change that?

[fol. 1614] Q. Yes.

A. I saw mail that came in with reference to orders and various things.

Q. Do you know whether or not a time stamp was used upon the incoming mail?

A. I think every piece of incoming mail was marked with the time—had a time stamp on it.

Q. During the time you were employed there did you become familiar with that time stamp?

A. I believe so.

Q. I show you intervener's exhibit No. 11 and direct your attention to the bottom center of the document and ask whether or not you note anything on there with reference to a time stamp.

A. That is the time stamp.

[fol. 1615] Q. During the tenure of your employment with the company did you come to know a person named Marvin Price? A. Yes, I knew him.

Q. On what floor was your office located, or your desk?

A. My desk was on the tenth floor.

Q. Was it on the tenth floor during all of the time you were employed by the company? A. Yes.

Q. Did Marvin Price have a desk on the tenth floor?

A. Yes.

Q. Do you know what Mr. Marvin Price's work was?

A. Yes.

Q. Will you please state what it was?

A. I think he was called custodian, and I believe he [fol. 1616] was in charge of the ordering of materials of all sorts for that building.

Mr. Ingraham: I move that the answer be stricken out as a conclusion of the witness.

Trial Examiner Batten: It may stand.

Mr. Leary: And when you say "materials for the building" do you distinguish in your answer from other materials that are ordered in the operation of the business?

A. Yes. He had no connection with the ordering of piece goods and that sort of thing.

By Mr. Leary:

Q. Do you know who it was that ordered the piece goods?

A. That was done by another department. I don't recall the name of the department, but Mrs. Reeves was the head of it.

Q. Do you know how many persons were in the department under Mr. Marvin Price?

A. I don't believe anyone was.

[fol. 1624] Q. Did you have occasion to talk with Mr. Green some time in March or April, 1937?

A. Yes.

Q. Do you remember any particular conversation that you had with him?

A. We had a short discussion of the strike that was being held at Gordon's at that time.

Mr. Leary: What, if anything, was said by Mr. Green at [fol. 1625] that time with regard to the strike at Gordon's?

A. Well, I merely said something about the strike. He said he would advise me not to go near there because it was dangerous, that the Union people had weapons of various kinds on them and were injuring anyone who came near, and the whole thing was being run by communists.

Trial Examiner Batten: Who is Mr. Green?

A. He was vice-president of the company.

Mr. Leary: Do you remember now what, if anything else, Mr. Green said on that occasion?

A. He said that some of the girls with the union had razor blades fastened in the soles of their shoes, and during the fight different people were badly cut on the legs and hurt in other ways.

[fol. 1626] Trial Examiner Batten: Isn't that a matter that I asked for an offer of proof on? This, it seems to me, is included in the matter I asked for the offer of proof on.

Mr. Leary: I don't believe this is in that matter.

Trial Examiner Batten: Where else would you put it? It is under (H), isn't it, in the allegations of your complaint?

Mr. Langsdale: (H) with reference to rumors? This is not a rumor. This is a direct statement.

Trial Examiner Batten: Where else would it come under this complaint, is what I want to know.

Mr. Leary: I might say, it seems to me it brings up the very same thing that I, I think, stopped Mr. Lane on the other day, or Mr. Tyler, or Mr. Patten, on this question of what occurred at these other places, and opening up that matter. I think that was the time I said I wanted an offer of proof on this entire thing.

Was that you, Mr. Lane?

Mr. Lane: Yes, sir.

Trial Examiner Batten: What is the distinction between this and the other matter?

Mr. Ingraham: Your Honor, respondent is perfectly willing—

Trial Examiner Batten (Interrupting): Now, just a minute, until I get my question answered.

Mr. Leary, what is the difference between this and the [fol. 1627] matter I stopped Mr. Lane on the other day—I mean, rather, asked for an offer of proof on?

Mr. Leary: Just a minute. Let me consider it for a minute, will you?

Trial Examiner Batten: We will recess until 20 minutes of 12.

(Thereupon a short recess was taken.)

Trial Examiner Batten: We will proceed.

Mr. Leary: Mr. Examiner, with reference to the witness' answer as to what Mr. Alex Green said to her, I do believe that that portion of her answer with regard to what was happening at the Oernes or Gordon strikes in 1937 is without the issues. I do believe, however, that that portion of the answer regarding the use of the word "communist" by Mr. Green is not without the issue. I believe that it can be considered, under subsection (s) paragraph 11.

Trial Examiner Batten: I am going to strike it, and you may submit it in an offer of proof.

Mr. Leary: In the event the Examiner does not consider the portion of the answer regarding the use of the word "communist", referring to the union, I desire at this time to move to amend the complaint by inserting a subsection in paragraph 11 of the complaint to be known as subsection (g-1), to read as follows:

"... statement of Alex Green in March, 1937, to Mrs. [fol. 1628] Elsa Graham Greenhaw regarding the International Ladies' Garment Workers' Union."

Trial Examiner Batten: Mr. Leary, my objection to it is that the entire matter comes under the matter which I



requested an offer of proof upon. It is not an objection that it may or may not be included in the complaint. I do not see how you can say that does not come within the purview of my request for an offer of proof.

Mr. Leary: I agree with you, Mr. Examiner, as far as the statement of Mr. Green to Mrs. Greenhaw with regard to what the union was doing at Gernes and Gordon plants is concerned, but I do think his statement that the union was run by communists certainly can be a part of the subsection (s) of paragraph 11.

Now, I understood you didn't consider it to be such, and therefore I moved to amend the complaint merely for the purpose of covering the statement that the union was being run by communists.

Trial Examiner Batten: What have you to say, Mr. Ingraham, about this amendment?

Mr. Ingraham: Your Honor, if Mr. Leary amends in such manner, of course respondent intends to prove that the activities of the union at these other strikes would be proof of the communistic domination of the union.

Trial Examiner Batten: Mr. Ingraham, let me ask you [fol. 1629] this question: Does it make any difference whether the statement that they are communists is true or untrue? Just the fact that the statement is made—Supposing you were to show that it is true, would it make any difference at all, as far as the Wagner Act is concerned?

Mr. Ingraham: I don't think it would, but evidently Mr. Leary seems to think that that is a statement that could be construed as showing discrimination against the International.

Trial Examiner Batten: I mean, do you agree with me this far, Mr. Ingraham, that a statement which we will say a recognized official would make—it wouldn't make any difference whether the statement were true or untrue if the statement in itself were such that it would intimidate or coerce; then it isn't in issue, is it, as to whether it is true or untrue?

Mr. Ingraham: I think very much so. I think if the statement is made and there is any challenge to it respondent would have a right to show it is true.

Trial Examiner Batten: Supposing you prove it is true, would it make any difference as far as the statement is concerned?

Mr. Ingraham: I think, then, the Board could not take the position that we were making statements that were discriminatory and that, in fact, by making them we were trying to influence the employees by falsely accusing the International.

[fol. 1630] Trial Examiner Batten: There is no allegation in here, is there, that you falsely did it?

Mr. Ingraham: No, but if the Board includes that in their complaint and considers that a statement of that character amounts to an unfair labor practice on the part of the respondent, I certainly think the respondent has a right to show that the statement is true.

Trial Examiner Batten: On what basis, if it doesn't make any difference in the final analysis?

Mr. Ingraham: If it doesn't amount to anything, then I don't think it should be in the complaint.

Trial Examiner Batten: I mean, if it doesn't make any difference whether it is true or untrue. The only question is, did Mr. Green say a certain thing? Does that raise the issue as to whether or not the statement was correct? Supposing Mr. Green had said, "I don't want any of you people to join the Ladies' Garment Workers' Union." You wouldn't think that would open up the entire question, would you, as to the advisability of joining the union?

Mr. Ingraham: I think Your Honor's comparison is not a very good comparison, but—

Trial Examiner Batten: Perhaps not.

Mr. Ingraham (Continuing). I think if the Board includes any statement of this character as a showing of discrimination of unfair labor practice, that then we have [fol. 1631] the right to show that the statement is true.

Now, I think, certainly, if we would make a false statement and it wasn't true the Board could use that against us, that it was a statement that was without foundation, and then they could put it in their complaint that we were making the statement for the purpose of influencing the employees. But, if it is the position of the Board that this

statement is material as to show an unfair labor practice, then I certainly think we have the right to offer evidence on it.

Trial Examiner Batten: Mr. Patten, what is your view on this?

Mr. Patten: As I understand it, the purpose for which the Board now pleads it or desires to show it in evidence is to show the possible effect upon the employees of the Donnelly Garment Company, and in order to show what that effect is you have to show what the meaning of the word is.

The popular conception of the word is different from its technical conception, but there is a definite meaning. To get at that meaning, and what effect it would have upon the minds of the employees, we have to go into whether it is true or untrue, and what that meaning is. If we go into it at all we have to go all of the way, to determine the full meaning of the word.

Trial Examiner Batten: Let me ask you the same question I asked Mr. Ingraham. Supposing the Board were to [fol. 1632] admit that it is true, what difference does it make with respect to this proceeding?

Mr. Patten: From the standpoint of the intervening union, what was happening at those other plants—

Trial Examiner Batten, (interrupting): I am not talking about that. I am talking about the one word now, and the one amendment.

I say, supposing it were true that all of these people were communists and you had to be a communist before you could join the union, what difference would it make if an official of this company said to one of its employees, "Stay away from that outfit. They are a bunch of communists." What would be the result if you proved they are communists, as to the officer making the statement to an employee?

[fol. 1633] Mr. Patten: Well, if it were true that they were communists, then the statement to the employee would not be taking any unfair advantage of the employee or unduly coercing the employee; simply stating the truth.

Trial Examiner Batten: Well, might not an employer even state the truth to an employee and yet interfere with

their rights to self-determination in the union they selected? It isn't a question, is it, whether they tell the truth or untruth. It is what they say, and the circumstances under which they say it, isn't it?

Mr. Patten: What they say, what we are trying to get at, offering what they say is to get at what effect what they say would have upon the hearer, what probable effect. To get at the probable effect you have got to show what the probable meaning of that word is on the hearer's mind, and then we have got to show whether or not the hearer would believe that the statement was true or not true, in accordance with the meaning that the words could note on the hearer's mind.

#### Cross-Examination.

[fol. 1636] By Mr. Langsdale: Mrs. Greenhaw, how long did you live in Kansas City? A. About 8 years.

Q. And during about a year and a half of that time you were employed by the Donnelly Garment Company?

A. Yes.

Q. Did you state this morning where you were employed before going to the Donnelly Garment Company?

A. No, I did not.

Q. Will you now state?

A. I was employed by the Federal Reserve Life Insurance Company.

Q. And where was their office?

A. In Kansas City, Kansas.

Q. In what capacity?

A. As secretary to the president.

[fol. 1637] Q. How long were you employed by that company? A. About three years.

Q. Who was the president of the Federal Reserve Life Insurance Company? A. Mr. B. Frank Bushman.

Q. Was there anyone who was later connected with the Donnelly Garment Company who was connected with the Federal Reserve Life Insurance Company during the period that you worked there?

A. Yes. Shortly before I left the Federal Reserve Life Insurance Company, Mr. Bushman died, and Mr. Green became president.

Q. And what Mr. Green? A. Mr. Alex C. Green.

Q. Is that the same Mr. Green who was vice-president of the Donnelly Garment Company? A. Yes.

Q. While you were there? A. Yes.

Q. Did Mr. Green have anything to do with your employment by the Donnelly Garment Company?

A. Yes. He brought me over.

Q. That is when he left the Federal Reserve Life Insurance Company and went to the Donnelly Garment Company, you went with him, did you?

[fol. 1638] A. Well, not immediately. He told me at the time he went to Donnelly's that he was going to get me a position with Donnelly's, but he didn't do it at once. I think it was—

Q. (Interrupting) How much time elapsed?

A. I imagine a year or more. I just don't recall exactly.

. . . . .

Q. And you were a widow up until the fall of 1937 when you married Mr. Greenhaw? A. Yes, sir.

Q. Your first husband's name was Graham? A. Yes.

Q. Have you any children? A. I have two children.

Q. And are they both the children of Mr. Graham?

[fol. 1639] A. Yes, sir.

Q. How old are they?

A. The older one is nineteen and the younger one is seventeen.

Q. Had you had any previous—pardon me. While you were with the Federal Reserve Life Insurance Company did you do stenographic work? A. Yes, I did.

Q. Was that the large part of your work with that company? A. Stenographic and secretarial work.

Q. Well, secretarial work includes stenographic work, does it not? A. Yes, it does.

Q. Now, prior to going there had you had any stenographic experience? A. Yes, I had a number of years.

Q. Where? A. In Wichita, Kansas, chiefly.

Q. With whom, in Wichita?

A. I was employed by the University of Wichita in a secretarial position, and then before that I worked in several law offices in Wichita.

Q. In Wichita? A. Yes.

Q. Were you secretary to an official of the University [fol. 1640] of Wichita?

A. Yes, the bursar or business manager. They called him bursar.



Q. And prior to that you had worked for a number of attorneys in Wichita? A. Yes, sir.

[fol. 1648] By Mr. Langsdale:

Q. Mrs. Greenhaw, you were asked this morning about the Loyalty pledge which was presented to you in March by Miss Shartzter. I believe you identified the language that is in [this] pledge as being the language of the one that was presented to you by Miss Shartzter.

A. Yes, I did.

Trial Examiner Batten: That is Union's Exhibit 10-A?

Mr. Langsdale: Union's Exhibit 10-A.

Trial Examiner Batten: To 10-N.

Mr. Langsdale: Inclusive.

The Witness: Yes.

By Mr. Langsdale:

Q. You didn't sign it? A. No.

Q. Did you give Miss Shartzter any reason for not signing it?

A. Yes, I explained to her that I couldn't sign it as to the one statement, that I would be happy to sign it as far as all the pledge was concerned, except the sentence that had to do with the union and its organization.

Q. That is, you objected to this language—

Mr. Ingraham (interrupting): Well, I object to Mr. Langsdale reading what she objects to.

Trial Examiner Batten: Yes. Let her select the language. [fol. 1649]

By Mr. Langsdale:

Q. Will you select the language?

A. I told her I would be very happy to sign it all, and I agreed with it all except for the phrase: "And refuse to acknowledge any union labor organization."

Q. And because of that language in the pledge, you refused to sign it? A. Yes, I did.

Q. Now, was that the only time you were solicited to sign this pledge?

A. No, I think a second time later in the day another girl brought it to me and asked if I had signed it, and I told her I had not, and I didn't care to.

Q. Do you recall who the other girl was?

A. I can't be sure about that.

Q. Both of those solicitations were made while you were there working, during working hours? A. Yes.

[fol. 1651] By Mr. Langsdale:

Q. Mrs. Greenhaw, I show you a document which has been marked I. L. G. W. U. Exhibit No. 11-A to No. 11-MM, inclusive, and call your attention to the first page and ask you if you ever saw that document before?

A. Yes, I have seen it.

Q. That is a document that purports to have been signed on the 8th day of July, 1937.

I call your attention to that page of the document which has been marked I. L. G. W. U. exhibit No. 11-H and [fol. 1652] ask you if you find a photostat of your signature on there. A. Yes, I do.

Q. Signed what? A. Elsa Lou Graham.

Q. That was your name on the 8th day of July, 1937?

A. Yes, it was.

Q. This document reads—

Trial Examiner Batten (Interrupting): Now, are you going to offer it?

Mr. Langsdale. Yes, I am. Is there any objection?

Mr. Ingraham. No.

Trial Examiner Batten. Just a minute. I may have.

Is that an affidavit signed by all of the Donnelly Garment Company employees that they want the Donnelly Garment Workers' Union?

Mr. Langsdale. You can read it better than I can tell you. (Handing I. L. G. W. U. exhibit No. 11-A to 11-MM, inclusive, to Trial Examiner Batten.)

Trial Examiner Batten. I certainly will not receive it.

Mr. Langsdale. On what ground do you object to it?

Trial Examiner Batten. I won't receive it, at least if it is offered for any purpose to show that these people have selected this union, that it is their free selection, or anything of that kind. I positively won't receive it for that purpose.

Mr. Langsdale. I am not offering it to show it is their [fol. 1653] free selection.

Trial Examiner Batten. I don't know what you are offering it for.

Mr. Langsdale. Shall I tell you, in the presence of this witness, why I am offering it?

Trial Examiner Batten. I am saying, I won't receive it as a general offer.

Mr. Langsdale. I am offering it for the purpose of showing under what circumstances this witness was induced to sign this document, which states that "Each of us formed our own union and selected our own representatives."

Trial Examiner Batten. I won't receive it for that purpose, because I am not going to have 1,200 employees come up here and tell me the circumstances under which they signed this petition; and it wouldn't mean anything if they did.

Mr. Langsdale. Then, are you going to permit them to cross-examine her with reference to her signature on there?

Trial Examiner Batten. I certainly am not.

Mr. Langsdale. I have no object in offering it except—

Trial Examiner Batten (Interrupting). Well, Mr. Langsdale, my position on this situation is just this— and I have had it come up in about six cases where I have been presented either with a petition or with membership cards of a large number of employees in a plant, stating that they joined of their own free will, and so [fol. 1654] forth. Now, I don't consider that testimony, if it were given, of any value when they are put up here on the stand and testify under oath, with the respondent, and in some cases, the foreman and the superintendent present. It might result in coercion, and it might not.

There is only one way to determine this question of majority, and that is by an election, which is not involved in this hearing. I am not going to have a parade

of witnesses here on this stand testifying, and for that reason I will not accept it.

Now, I am making that as a very definite statement now, so that all of you, if you have any offer to make on this particular matter, may prepare your offer and I will receive it at any time before the close of the hearing, but I want it thoroughly understood that I am not going into this matter.

[fol. 1655] Mr. Ingraham: Well, your Honor, do I understand that you are not going to allow witnesses to take the stand and testify that they were not dominated and that they did form this union of their own free will?

Trial Examiner Batten: That is exactly what I mean.

Mr. Ingraham: Of course, respondent excepts to the ruling.

Trial Examiner Batten: Well, I assume that the intervener will, too.

Mr. Langsdale: You have nothing to except to.

Mr. Lane: Yes, we do. We assume we have an exception.

Trial Examiner Batten: Well, I want to make it very clear at this time to everybody, while I am not attempting to rule on the matter the point, as I said once before, if you want to bring some witnesses up here and offer it, I want you to do it. In other words, I don't want the respondent's attorney, or the intervener's attorney, to fail to do something that you think you should do to protect your record, but I do think I ought to tell you just exactly what my position is.

I am not going to receive it, and—

Mr. Stottle (interrupting): Mr. Examiner, don't you think you should make a ruling now striking out the charge that it is a dominated union, if you are not going to permit us—

[fol. 1656] Trial Examiner Batten (interrupting): Do you want to make that motion?

Mr. Ingraham: Yes.

Mr. Langsdale: It appears to me this is my offer; not yours.

Trial Examiner Batten: I say, does Mr. Stottle want to make that motion now? If so, he may do so.

Mr. Stottle: Well, in view of the Examiner's statement as to his position on the matter, the respondent does move that the charge in the complaint that the union is a dominated union should be dismissed.

Trial Examiner Batten: Motion denied.

[fol. 1657] Q. When did you leave Kansas City?

A. I don't recall exactly, but probably 2 weeks after I resigned, I think I resigned on November 5.

Q. And you think you left about the 19th?

A. Possibly, or perhaps I stayed 3 weeks after that. I don't recall.

Q. Did you at any time prior to that time that you quit [fol. 1658] the employment of the Donnelly Garment Company contact anyone connected with the International Ladies' Garment Workers' Union, either as attorney or in any other capacity?

A. Yes, I contacted their attorney, Mr. Frank Walsh.

Q. And do you remember when that was?

A. It was the latter part of September, I think.

Q. And where did you contact Mr. Walsh in the latter part of September, 1937?

A. At his office.

Q. In the Bryant Building?

A. Yes, sir.

Q. And did you talk to him about the Donnelly Garment Company or the Donnelly Garment Workers' Union or anything that had transpired at the Donnelly Garment Company's plant?

A. Yes. I talked to him about those things.

Q. Then did you after that first visit contact Mr. Frank Walsh again?

A. Yes.

Q. Where?

A. Well, I think he had set up temporary offices in the Muehlebach Hotel and I met him there and talked to him, with some other attorneys.



Q. At one time, or more than one time?

A. Just the one time there.

Q. And did you see Mr. Frank Walsh again after this time?

[fol. 1659] A. Yes, several times.

Q. Where?

A. At his office.

Q. In the Bryant Building?

A. Yes.

Q. And on each of these occasions did you discuss with him occurrences at the Donnelly Garment Company's plant?

A. Yes, I did.

Q. And at that time you were in the employ of the Donnelly Garment Company?

A. Yes.

Q. How did you happen to first contact Mr. Frank Walsh?

A. Well, I knew of the case that was going on and—

Q. (Interrupting) You mean the injunction suit?

A. Yes, and I felt like there were so many things that— concerning employees—that perhaps he would be interested in knowing, and I felt like I would like to offer my services to him.

Q. Did any member of the International Ladies' Garment Workers' Union or any representative of the International Ladies' Garment Workers' Union say anything to you at all about going to see Mr. Frank Walsh?

A. No, I never spoke to any of them nor they to me.

Q. Did anybody ask you to go to see Mr. Frank Walsh?

A. No.

[fol. 1660] Q. Before you went to him the first time?

A. No one.

Q. When you left Kansas City in November, 1937, where did you go?

A. To Chicago.

Q. And did you leave your address with Mr. Walsh or anyone connected with his office?

A. I believe I did.

Q. And you were in Chicago how long?

A. That winter; the rest of that winter.

Q. And then where did you go?

A. Then I was down South with my husband for a time.

Q. Your husband's business is what?

A. He travels as a representative for a circus.

Q. And was he doing that work when you married him?

A. Yes.

Q. Did you meet Mr. Jerome Walsh?

A. Yes, I did.

Q. And did you talk with him about occurrences at the Donnelly Garment Company plant?

A. Yes.

Q. Did you meet Mr. Roy Rucker?

A. Yes, I did.

Q. Did you talk to him about occurrences at the Donnelly Garment Company plant?

[fol. 1661] A. Yes, I did.

Q. And was there any public stenographer ever present at any of these conversations?

A. Yes, at one or two of them there was.

Q. Do you know who it was?

A. I think it was Miss Anna Feltenstein.

Q. Now, Mr. Roy Rucker, when he talked with you was one of the attorneys for the International Ladies' Garment Workers' Union in the injunction suit you talked about?

A. Yes.

Q. And Mr. Jerome Walsh was a son of Mr. Frank Walsh?

A. That is right.

Q. And he also was an attorney for the International Ladies' Garment Workers' Union in that suit?

A. Yes, he was.

Q. You have talked with me during the recess?

A. Yes.

Q. That is, the late recess that started at 12:30?

A. That is right.

Q. And have you read the statements that were taken from you by Mr. Rucker or Mr. Walsh during that period?

A. Yes, I did.

Q. Now, Mrs. Greenhaw, let me ask you with reference to the meeting of April 27, 1937, which was the meeting at which the Donnelly Garment Workers' Union was formed, [fol. 1662] if you heard Miss Todd say anything at that meeting about the—

Mr. Ingraham (interrupting): I object—

Mr. Langsdale, continuing: —officers of the Loyalty League meeting the night before and deciding the only thing to be done was to form this union?

Mr. Ingraham: I move the question be— I object to the question for the reason that it is leading and suggestive and an improper way to examine this witness. He can ask the witness what Miss Todd said, but I don't think it is proper for him to read from what purports to be some statement, and then ask if she heard that.

Mr. Langsdale: It seems to me it—

Mr. Patten (interrupting): The intervener makes the same objection.

Mr. Langsdale: The Examiner has many times said the attorney is responsible for the form in which he asks his questions.

Trial Examiner Batten: Well, I still say that is true, and, of course, if the attorney wants to ask a question such as this, why, of course, it will have to be weighed. If it has any value, it will receive it, and if it hasn't, of course, it won't.

Mr. Langsdale: I am willing to take that chance.

Trial Examiner Batten: I think under my ruling that is your privilege.

. . . . .

[fol. 1664] A. She did make such a statement.

By Mr. Langsdale:

Q. You stated this morning that when you reported the meeting of May 25, 1937, that is, the meeting of the Donnelly Garment Workers' Union, you were requested to do so by Miss Green?

A. Yes.

Q. Did you then speak to any official of the company with reference to whether or not you could do so?

A. No. I merely mentioned it to the head of the department I was working in and told her about it so she would [fol. 1665] know I was to leave the department.

Q. Who was that?

A. I probably spoke to Miss Nobles about it.

Mr. Ingraham: I move that the answer be stricken out.

Trial Examiner Batten: It may be stricken.

By Mr. Langsdale:

Q. What is your best judgment as to the person to whom you spoke about it?

A. It would have been either Miss Nobles or Miss Alexander.

Q. You did speak to one or the other?

A. To one or the other.

Mr. Lane: I move to strike the answer on the ground that it is a mere guess.

Trial Examiner Batten: Well, I don't know whether we could start at this stage of the proceedings striking on that basis. It may stand.

Mr. Langsdale: Mrs. Greenhaw, referring to the meeting of March 18, you identified that meeting as the one at which the letter from the International Ladies' Garment Workers' Union was read, and at which meeting Mrs. Nelly Don Reed spoke. I will ask you if at that meeting Mrs. Reed stated that she would close her shop before she would permit it to be unionized.

Mr. Ingraham: I object to the question for the same reason that I have objected to the previous question that Mr. Langsdale asked when he was reading from this document [fol. 1666] ment that he has in his hand.

Mr. Lane: Intervener makes the same objection.

Trial Examiner Batten: I will overrule the objection.

A. Mrs. Reed did state she would close her factory before she would permit to be unionized.

Mr. Langsdale: Did Mrs. Reed state at that meeting that she would make plans to protect the employees from the union?

Mr. Ingraham: Same objection.

Trial Examiner Batten: Objection overruled.

A. I don't remember the exact words, but it was definitely stated that the employees would be protected against the union, the union's activities.

By Mr. Langsdale:

Q. By Mrs. Reed?

A. I don't remember that she stated who would do it.

Q. But she is the one who stated that?

A. Yes.

Q. Mrs. Greenhaw, had you ever taken down the proceedings of any meetings prior to this meeting of May 25, 1937? A. Yes, many times.

Q. Where had you done that?

A. Well, I had taken depositions in the law offices where I worked, and I had reported a good many conferences at one of the places I formerly worked.

Q. Where?

[fol. 1667] A. Federal Reserve Life Insurance Company.

Q. Were those conferences where there were a number of people? A. Yes.

Q. You have examined Board's exhibit No. 18-A to 18-J, inclusive, have you? A. Yes, I have.

Q. Let me ask you if this is a true and correct record of what was said at the meeting of May 25, 1937.

A. Yes, it is.

Q. Both, of the Donnelly Garment Workers' Union and of the Loyalty League? A. Yes.

Q. Is it your judgment that you got everything that was said by these persons whom you quote? A. Yes.

. . . . .

[fol. 1668] By Mr. Ingraham:

Q. Do you belong to a union?

A. No, I don't.

Q. Now, in answer to Mr. Langsdale's question about your reporting meetings you stated that you had previously reported meetings, previous to the date of May 25, 1937? A. Yes, I had.

Q. Had you ever reported any meetings at the Donnelly Garment Company?

A. No, only that one.

Q. Did you ever write up any meetings that had been reported by anyone else?

A. No.

Trial Examiner Batten: You mean, someone else had taken the notes?



Mr. Ingraham: Yes.

By Mr. Ingraham:

Q. Where someone else had taken the notes and then dictated to you what had occurred?

[fol. 1669] A. I never did.

Q. Have you ever seen any other minutes than the minutes of May 25, 1937?

A. I have seen the copies the attorneys have.

Q. When did you see those?

A. Within the last few days.

Q. Where did you see them?

A. In Mr. Leary's office.

Q. When were the minutes of May 25, 1937, written?

Mr. Leary: What minutes are you referring to?

Mr. Ingraham: The minutes of May 25, 1937.

Mr. Leary: Whose minutes?

Mr. Ingraham: Board's exhibit No. 18.

A. I wrote them immediately after the meeting. I think I finished them the next morning and then delivered them to Miss Green.

By Mr. Ingraham:

Q. And the meeting was on May 25, 1937? A. Yes.

Q. Now, can you tell me what, in substance, was said at that meeting?

A. Well, it was quite a long meeting; or, rather, two rather long meetings.

Q. Just stop there. How long did the meetings last?

A. I don't recall that.

Q. Do you remember when the meetings started?

[fol. 1670] A. I don't remember exactly, but it was late afternoon.

Q. Well, how long, in your best opinion?

A. About 4 o'clock I think the meeting was called.

Mr. Langsdale: Have I the right to give her this document, or are you trying to test her recollection?

Mr. Ingraham: I am trying to test her recollection.

Mr. Langsdale: What does the Examiner say?

Trial Examiner Batten: I see no objection to testing her recollection. If she doesn't recall she may take the document and testify from it, but if it is Mr. Ingraham's purpose now to test her recollection he may proceed.

By Mr. Ingraham:

Q. You say the meeting started around 4 o'clock?

A. I would think so.

Q. And how long did it last?

A. I imagine it lasted an hour all together.

Q. Now, Mrs. Greenhaw, were the members of the Loyalty League and the members of the union the same people?

A. I think so.

Q. Were you a member of both organizations?

A. I was a member of the union but not of the Loyalty League.

Q. Now, after you wrote up the minutes of May 25, 1937, Board's Exhibit No. 18, what did you do with the copy?

A. You mean the copy that I made for them?

[fol. 1671] Q. Yes.

A. I gave it to Miss Green.

Q. Well, you gave Miss Green the original, I understood. A. Yes.

Q. What did you do with the copy you made?

A. I kept it.

Q. Did you take it home?

A. No. I think I had it in my desk.

Q. When did you take it out?

A. I don't recall.

Q. What is your best recollection of when you took it away from your desk?

A. I don't recall at all.

Q. Did you wait until you left the employ of the Donnelly Garment Company?

A. I don't recall when I took it. I don't have any recollection of when I took it away.

Q. When you left the Donnelly Garment Company did you take what papers you considered personal with you?

A. Yes, I took a few things.

Q. Did you take any papers that were copies of letters that the company had sent out?

A: No.

Q. Did you take any property of the company?

A. No.

[fol. 1672] Q. Did you take your shorthand notes?

A. No.

Q. What did you do with the shorthand notes of this meeting of May 25, 1937?

A. I suppose I disposed of them. We always did. We threw away our notebooks. When we had finished with one we usually put it in the wastebasket.

[fol. 1673] Q. Now, Mrs. Greenhaw, you state you were present at the March 18th meeting?

A. Yes.

Q. Is it not a fact that Mrs. Reed stated at that meeting that she was not going to be intimidated by the International into forcing her employees to join the International against their will?

A. I believe she did make some such statement.

Q. And didn't she say that Mr. Dubinsky or no other "butinsky" was going to force her to do that?

A. Yes.

Q. Do you recall approximately how long Mrs. Reed spoke at that meeting?

A. No, I don't.

Q. It wasn't very long, was it?

A. No, I don't believe so.

Q. Do you recall at that time the International was conducting a strike at the Gernes, Gordon, and Missouri Garment Companies?

Trial Examiner Batten: Now, is this just for the purpose of establishing a time?

Mr. Ingraham: I think, in view of this witness' testimony as to what was said by Mrs. Reed at this March 18th meeting, that we have the right to show what was going on.

Trial Examiner Batten: Well, I don't propose to go [fol. 1674] into it, Mr. Ingraham. I have said before that on that matter, in the first place, supposing that Mrs. Reed did say that, supposing that Mrs. Reed got up and said other things about it, I still can't see, as I asked you this morning, why you should be permitted to show it, whether

it is true or untrue. The thing is, did Mrs. Reed get up in this meeting and make certain statements. Are the statements she made — are they of such a nature that they intimidate, coerce or restrain the employee. It isn't a question of whether they are true or not. They may be true and they may still have the same effect. I still can't see by your explanation this morning how it can be material. The only thing is, what did Mrs. Reed say at this meeting.

Mr. Ingraham: Well, your Honor, it is our theory that we are entitled to show what the situation was, and the purpose, or one of the purposes of the March 18th meeting; and that Mrs. Reed did make a speech, and the reason she had for making the speech.

Trial Examiner Batten: Well, in the second place, doesn't that come within the matter, that I have asked to have an offer or proof on?

Mr. Ingraham: I think it does, your Honor. I will, of course, make an offer of proof.

[fol. 1676] By Mr. Ingraham:

Q. Mrs. Greenhaw, when did you go to see Mr. Walsh, Mr. Frank Walsh?

A. It was the latter part of September, 1937.

Q. And where did you go to see him?

A. I first contacted him at — perhaps I should say this: I had a friend contact him first for me at his office, and [fol. 1677] then an appointment was made for me to meet him at offices he had in the Muehlebach Hotel.

Q. Who was the friend?

A. Well, it is a lady who isn't here any longer.

Q. What was her name?

A. Mrs. Ella Stokes.

A. Do you know where she is now?

A. She is some place in California.

Q. Do you recall whether it was the first part of September or the last part of September that you saw Mr. Walsh?

A. It was the last part, perhaps the third week.

Q. Was the trial going on in the case of the Donnelly Garment Company against the International?

A. I couldn't say as to that.

Q. Now, when you saw Mr. Walsh at the Muehlebach Hotel, did you deliver any papers to Mr. Walsh?

A. No, sir.

Q. Did you have any papers with you?

Trial Examiner Batten: You will have to speak out or the reporter won't get your answer. What was your last answer?

The Witness: No.

By Mr. Ingraham:

Q. Did you have the minutes of May 25, 1937?

A. I had them, but I didn't have them with me.

[fol. 1678] Q. Did you later bring those minutes down to Mr. Walsh?

A. Yes.

Q. And did you leave them with Mr. Walsh?

A. Yes, sir.

Q. Have they ever been in your possession since that time?

A. No, they have not.

Q. Now, did you leave any other papers with Mr. Walsh?

Mr. Leary: I object to that as immaterial.

Trial Examiner Batten: You may answer.

A. I don't recall the one little exhibit, I think, and I don't know, perhaps one or two others.

By Mr. Ingraham:

Q. Well, will you just tell me what the others were, please?

A. Well, it is the exhibit that was introduced this morning.

Q. You mean that exhibit (indicating)?

A. Yes.

Q. Exhibit 17. Now, what other papers —

Trial Examiner Batten (interrupting): Board's Exhibit 17.



By Mr. Ingraham:

Q. Board's Exhibit 17?

A. I think that is all.

Q. I wish you would be sure about that, Mrs. Greenhaw.

A. I don't recall anything else.

Q. And at the time you saw Mr. Walsh you were work-  
[fol. 1679] ing at the Donnelly Garment Company?

A. Yes.

Q. Did you tell anybody at the Donnelly Garment Com-  
pany?

A. No, sir, I didn't.

Q. About this matter of seeing Mr. Walsh?

A. No, I did not.

Q. Why didn't you?

A. Well, I think the company knew how I felt toward  
things that were going on.

Q. Now, what things were going on?

A. And when I had refused to sign petitions, and a  
number of things that I felt was within my rights in re-  
fusing. I think they knew how my attitude was.

Q. Now, what things were going on that you didn't  
like?

A. Well, I felt that there was a definite coercion of the  
employees there.

Q. By whom?

A. By the company officials.

Q. By — name the officials.

A. All of the officials?

Q. Well, just name the officials, please.

A. Mr. and Mrs. Keyes and all of the department  
heads.

Q. Who are the department heads? Just name them.

A. Mrs. Reeves, Miss Alexander, and Mrs. Keyes was  
the head of a department, and, of course, that was my  
personal knowledge, and I had good reason to believe  
[fol. 1680] that it was going on throughout the factory.

Q. Well, now, just say, or just state what Mrs. Reeves  
said to you.

A. Well, I didn't have so much to do with Mrs. Reeves.

Q. Well, you have named Mrs. Reeves. Now, just state  
one thing that Mrs. Reeves said to you that was coercion,  
in your opinion.

A. Many of these things I judged just by watching others, Mr. Ingraham.

Q. So it wasn't — there wasn't anything said to you at all by Mrs. Reeves?

A. I don't recall, because I didn't work under her.

Q. But you have named Mrs. Reeves as one of the executives that you had personal knowledge was engaging in coercion.

A. Yes. I was judging by her — the way the employees generally were treated.

Q. But she said nothing to you?

A. No, she would have no reason to.

Q. Well, now, did you personally see her engage in any coercion with other employees?

A. No.

Q. And if so, name the employees and the time and the place.

A. No, I didn't personally see it.

[fol. 1681] Q. Now, who are some of the other department heads that were engaging in coercion?

A. Of course, that is a hard thing to answer.

Q. Well, you are testifying now. Just give the names, please, Mrs. Greenhaw, of these people that were engaging in coercion.

A. Because it was a general feeling —

Q. (Interrupting) I am not — just answer —

Trial Examiner Batten (interrupting): Just a minute. Let her finish.

Mr. Ingraham: I object to it as not responsive.

Trial Examiner Batten: Don't stop her. Let her say what she wanted to. We have had witnesses here before and, certainly, no one stopped them yet when they wanted to explain an answer, or talk.

Mr. Ingraham: If your Honor please, I don't object if she will answer and then explain.

Trial Examiner Batten: Well, let her answer. We can't tell, Mr. Ingraham, until she gets through.

By Trial Examiner Batten:

Q. What were you saying?

A. Well, I have worked in a number of other places, you know, and then when I went to work there there was a very different atmosphere and a different attitude among the employees and toward them, and there was a feeling that they were held very closely in line at all times by the [fol. 1682] officials of the company, and I am sure that for years the company had been building up that sort of a thing.

Mr. Ingraham: Now, I move the answer be stricken out. It is not responsive.

Mr. Lane: The intervener moves it be stricken out as stating a conclusion, not founded upon any fact testified to by the witness.

Trial Examiner Batten: It may stand.

By Mr. Ingraham:

Q. I again ask my question: Will you name the department heads that were engaging in coercion?

A. I am sure that you couldn't have worked there and be a department head if you hadn't.

By Trial Examiner Batten:

Q. Well, Mrs. Greenhaw, can you name any specific one?

A. Yes, I can name myself, and the treatment I had.

Trial Examiner Batten: Is that what you mean?

By Mr. Ingraham:

Q. Were you a department head?

A. I worked for a department head.

Q. Well, the only one that you know of that was engaging in coercion was yourself?

Mr. Leary: I object to that. There hasn't been any testimony to —

Trial Examiner Batten (interrupting): Just a moment.

A. I refused to sign everything that was handed to me, if you call that coercion.

[fol. 1686] If you have offered exhibit No. 10, it will be received.

(Thereupon the document above referred to, previously marked "I. L. G. W. U. Exhibit No. 10," was received in evidence.)

. . . . .

Q. Now, Mrs. Greenhaw, can you give the name of any department head that was engaged in coercion?

A. Of course, you know that was a thing that had been built up for sometime—

Mr. Ingraham (Interrupting): Now, just a minute, Your Honor.

Trial Examiner Batten: The question is, can you name any one particular person who was engaged in coercion?

[fol. 1687] A. Well, if it was the policy of the company—

By Trial Examiner Batten:

Q. (Interrupting) Can you name one person so engaged in coercion?

Mr. Leary: I submit, Mr. Examiner, we should have a definition of the type of coercion you are referring to here. There are hundreds of different types of coercion.

Trial Examiner Batten: I don't think there is much question about the type of coercion we are talking about. From the testimony of the witness thus far she seems to have a good idea of what it is.

A. It was rather a settled thing.

By Trial Examiner Batten:

Q. The question Mr. Ingraham asked you was, can you name a single, definite person who was engaged in this coercion?

A. Yes. Mrs. Keyes I remember making a statement.

By Mr. Ingraham:

Q. Was Mrs. Keyes working at the Donnelly Garment Company in the spring of 1937?

A. Yes.

Q. You are sure of that?

A. Yes. She was there until the time I left.